

STATE HIGHWAY DEPARTMENT OF INDIANA

FUND F.I.

STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA

PROJECT No. 69

RIGHT OF WAY GRANT

SECTION (28)

STR. No. _____

RAIN

PARCEL 12

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

(NAME) U.S. 41 ROAD, FROM Kentland TO Schneider

PLANS ON SR. NO. U.S. 41 SEC. _____, F.I. PROJ. No. 69 SEC. (28) DATED 1953

SEC. 16, T. 29 N, R. 9 W _____ 4389 SQ. FT. ~~ACRES~~ MORE OR LESS, ACQUIRED

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

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

FROM STATION to STATION ON CENTERLINE (C/L) "B"	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
1190+87 PL. to 1192+96 PL.	87 feet	_____ feet
_____ to _____	_____ feet	_____ feet
If grantors remove the building from the total estate herein conveyed on or before the first day of June, 19 <u>54</u> , or on such subsequent date thereto as grantee may agree to in writing, then the same shall become the property of grantors, otherwise title thereto and ownership thereof shall remain in grantee with full power to remove and dispose of same.		
The following right of way is temporary right of way for removal of building and will revert back to the hereinbefore described right of way on completion of said removal.		
1191+60 to 1192+10	150 feet	_____ feet
_____ to _____	_____ feet	_____ feet
_____ to _____	_____ feet	_____ feet
_____ to _____	_____ feet	_____ feet
Five thousand dollars of total amount of payment will be held in escrow until grantor removes building from right of way, from which grantor agrees to pay the balance of mortgage on this property. F.K.		

The above and foregoing grant is made in consideration of payment of the sum of Five thousand, three-hundred and nineteen and 45/100 Dollars (\$ 5,319.45),

which sum shall be paid to the order of

NAME Gurthie L. Kain and Charles Kain & Newton Co. Loan and Savings Assn of Indiana
ADDRESS Goodland, Indiana

APR 2 1954

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

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

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.
It is also mutually agreed by grantor and grantee that this is a permanent easement for Highway purposes and shall be binding until specifically vacated by resolution by the State Highway Department of Indiana.

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

Mortgagee: Newton County Loan and Savings Association of Indiana
This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

(Grantor)

Charles Kain
Charles Kain (Grantor)

Gurthie L. Kain
Gurthie L. Kain (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

FILED

JUN 12 1954

JOHN M. CONNELLY
County Auditor (Grantor)

(Grantor)

(Grantor)

(Grantor)

Dated March 18, 1954

CHECKED WITH PROJECT PLANS DATED _____ BY _____

AMOUNT APPROVED APR 7 '54
BY Nile Leverbaugh

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA
BY Albert J. Wedeking
Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA
DATE 4/20, 1954

DESCRIPTION & FORM OK'D APR 2 1954
BY S.C. Skaltsas

PAID BY WARRANT No. A530863
DATED April 22, 1954

APR 2 1954

State of Indiana, County of Newton ss:

Personally appeared before me Charles Kain & Gurthie L. Kain, husband & wife.
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this 18th day of March, 1954.

Witness my hand and official seal.

My Commission expires December 15, 1957

Frank C. Konnersman
Frank C. Konnersman Notary Public.
Decatur County

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

RECEIVED FOR RECORD
At 9:30 o'clock A.M. Recorded
In Book Record No. 84 Page 194

Notary Public.

JUN 12 1954

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

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

28th day of April, 1954.

(Seal)

NEWTON CO. LOAN & SAV'S ASSN. (Seal)
GOODLAND, INDIANA

(Seal)

C. Seddelmeyer Secy (Seal)

State of Indiana }
County of Newton } ss:

Personally appeared before me C. E. SEDDELMAYER

above named and duly acknowledged the execution of the above
release the 28th day of April, 1954

Witness my hand and official seal.

My Commission expires Dec. 15, 1957

Frank C. Konnersman
Notary Public.
Decatur County

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

April 22, 19 54

To Charles Kain and Gurthie L, Kain
and Newton County Loan and Savings Assn. of Ind
Goodland, Indiana

GENTLEMEN:

We enclose State Warrant No. A530863 April 22, 19 54
in settlement of the following vouchers:

DESCRIPTION	AMOUNT	
For the purchase of Right of Way on State Road No. 41 in Newton County FI Project 69 Section 28 as per Grant dated March 18, 1954	5,319	45

Gurthie L. Kain Charles Kain

PLEASE RECEIPT AND RETURN

Yours truly,
NEWTON CO. LOAN & SAVS ASSN.
GOODLAND, INDIANA

Charles Kain
Controller

CONTROLLER

Received Payment: April 28 19 54

TITLE AND ENCUMBRANCE REPORT



RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S.R. 45.41 PROJ. 69 SEC. 28 Beaver TWP. Newton CO.

Name on Plans Harold O. Sons.

Name in Trans. Book Charles Kain & GURTHIE W. Kain. H. & W. tenants by entirety

DESCRIPTION OR ADDITION	SEC.	TWP.	RGE.	ACREAGE	ASSESSED VAL.	
	BLK.	LOT	LOT	TOWN	LAND	IMP.
<u>pt S.E. 1/4 of N.E. 1/4</u>	<u>16</u>	<u>28N</u>	<u>9W</u>	<u>2.50</u>	<u>70</u>	<u>1360</u>

DEED RECORD:

DEED RECORD 79 P. 45 Recorded 10-30-47 Way Deed.
 To Charles Kain and GURTHIE W. Kain H. & W. tenants by entirety
 From Herschel M. MERRIMAN & Dolores I. MERRIMAN H. & W.
 Subject to _____

DEED RECORD 77 P. 525 Recorded 8-2-1946 Way Deed.
 To HERSCHEL M. MERRIMAN & Dolores I. MERRIMAN H. & W.
 From Harold O. Sons & Lolita M. Sons H. & W.
 Subject to _____

DEED RECORD 71 P. 361 Recorded 2-21-1938 Way Deed.
 To Harold O. Sons
 From Mary E. Don & John W. Don H. & W.
 Subject to _____

MORTGAGE RECORD:

MORTGAGE RECORD 63 P. 471 Amount _____ Date _____
 Mortgagor Charles Kain and GURTHIE W. Kain H. & W.
 Mortgagee Newton County Loan and Savings Association of Indiana
 Street Address _____ City Boonland State Indiana County Newton

MORTGAGE RECORD _____ P. _____ Amount _____ Date _____
 Mortgagor _____
 Mortgagee _____
 Street Address _____ City _____ State _____ County _____

JUDGMENT RECORD:

JUDGMENT DOCKET # _____ P. _____ Amount _____ Rendered _____
 Judg. Defendant _____ Cause No. _____
 Judg. Plaintiff _____ O. B. _____ P. _____

MISCELLANEOUS RECORD:

Record _____ P. _____ Amount _____ Date _____

TAXES:

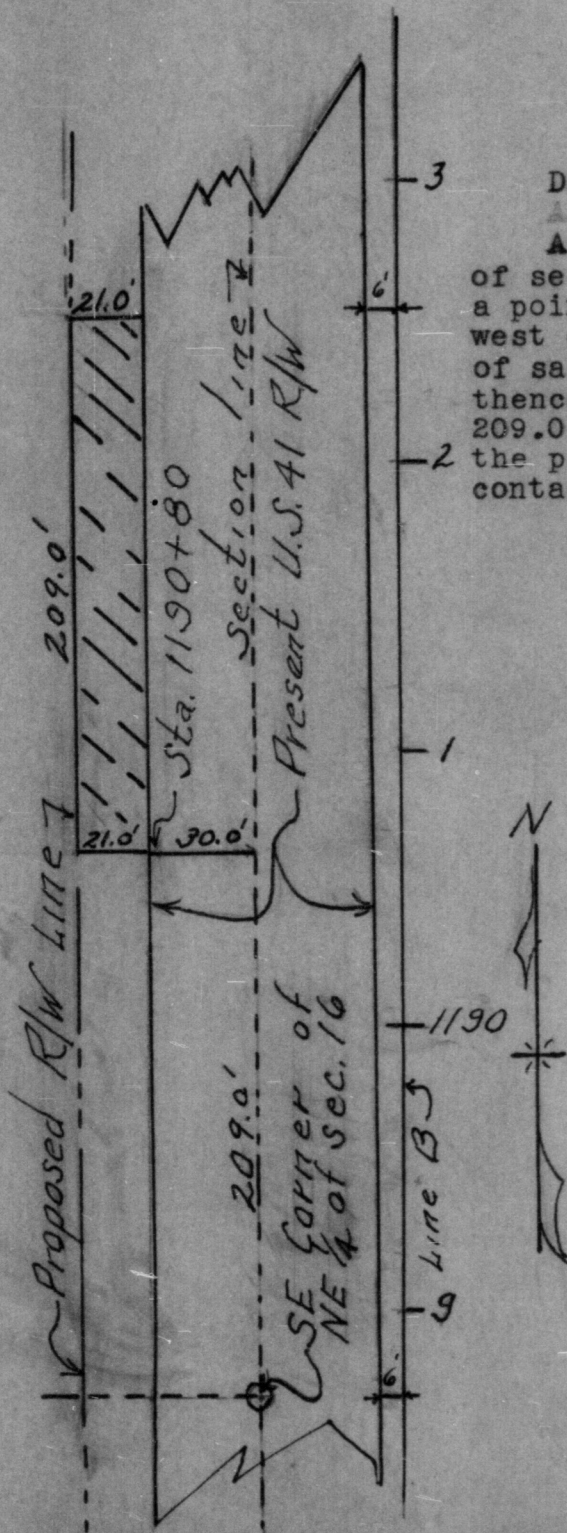
TAXES PAID Taxes Delinquent Year _____ Amount _____

(See reverse of sheet for deed description, mortgage description, explanations, etc.)

Title checked by Morris Wenger Jr. Date 2-16-1954

A part of the S.E. 1/4 of the N.E. 1/4 of Section 16, T.13S, R.13E, Range 9 west, found as follows: Commencing at a point 209 feet north of the S.E. Corner of said Section east 1/4 of said Section 16 and running Thence north 80.9 feet; Thence west 52.1 feet; Thence south 209 feet; and Thence East 52.1 to the place of beginning, containing 2 1/2 acres, more or less.

CHARLES KAIN AND GURTHIE L. KAIN
 A part of the S.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of Section 16; T 29N; R9W



Described as follows:

A part of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of sec. 16; T29N; R9W, commencing at a point 209.0 ft. north and 30.0 ft. west of the S.E. corner of the N.W. $\frac{1}{4}$ of said sec. 16; thence north 209.0ft. thence west 21.0 ft.; thence south 209.0 ft.; thence east 21.0 ft. to the place of beginning. This tract contains 4,389 sq.ft.

Meryl J. Ford
 Professional Engineer
 3-12-54



STATE HIGHWAY COMMISSION OF INDIANA

RIGHT OF WAY REPORT

F. I. Proj. 69 Sec. (28) Sta. 1190 + 88PL to Sta. 1192 + 96PL ~~to L~~
 Property of Charles Kain & Gurthie L. Kain
 Length of widening 209 feet Left feet Right
 Length of relocation Lengths and types of existing fence
 Total acres in farm 2.50
 Assessed valuation per acre
 Fair market value per acre
 Type of existing road

Estimate of Damage	Damage Estimated by Konnersman-Rust	Damage Estimated by
Rods fence to be moved	Rod \$	\$
Rods fence to be constructed	Rod \$	\$
Land in right of way 4389 sq. ft. acres .05	\$ 219.45	\$
Buildings to be moved (kind, size, etc.)	\$	\$
Restaurant to be moved off right-of-way	5000.00	
Trees, shrubbery, etc. (kind) 2oak trees 36 in. dia.	\$ 100.00	\$
Drainage	\$	\$
Well	\$	\$
Proximity to buildings	\$	\$
Consequential damage due to	\$	\$
Other damage	\$	\$
Total	\$ 5319.45	\$
Probability of an early and definite increase in value	\$	\$
Net damage	\$ 5319.45	\$

(Sketch on other side)

N. T.

C. H.

STATE HIGHWAY COMMISSION OF INDIANA

RIGHT OF WAY REPORT

U.S. 41 Proj. F.I. 69 Sec. 28 Sta. 1190+88.00 to Sta. 1192+96.00 R or L

Property of Charles Kain & Ruthie W. Kain, H.W.

Length of widening 209 feet Left _____ feet Right _____

Length of relocation _____ Lengths and types of existing fence _____

Total acres in farm 2.50 _____

Assessed valuation per acre _____

Fair market value per acre _____

Type of existing road _____

Estimate of Damage	Damage Estimated by	Damage Estimated by
Rods _____ fence to be moved _____	Rod \$ _____	\$ _____
Rods _____ fence to be constructed _____	Rod \$ _____	\$ _____
Land in right of way _____ acres _____	\$ _____	\$ _____
Buildings to be moved (kind, size, etc.) _____	\$ _____	\$ _____
Trees, shrubbery, etc. (kind) _____	\$ _____	\$ _____
Drainage _____	\$ _____	\$ _____
Well _____	\$ _____	\$ _____
Proximity to buildings _____	\$ _____	\$ _____
Consequential damage due to _____	\$ _____	\$ _____
Other damage _____	\$ _____	\$ _____
Total _____	\$ _____	\$ _____
Probability of an early and definite increase in value _____	\$ _____	\$ _____
Net damage _____	\$ _____	\$ _____

(Sketch on other side)

SKETCH OF THE ENTIRE FARM OR PLAT OF GROUND TO SCALE SHOWING
 SIZE AND LOCATION OF BUILDINGS, EXISTING ROADS, AND NEW
 ITEMS, AND ANY OTHER MAJOR INFLUENCING ITEMS.

Charles Kain, D. B. & H. H. Kain
 S&C. 16. tw. P. 29N, R. 9E S. W.
 Beaver Falls, Newton Co.,
 SCALE 1" = 100'

