

STATE HIGHWAY DEPARTMENT OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA

FUND F I
PROJECT No. 69
SECTION (28)
STR. No. _____

RIGHT OF WAY GRANT

Herschel M. Merriman & Dolores I. Merriman Parcel 11 Newton

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, Ind. TO Schneider, Ind.
PLANS ON SR. No. 41 SEC. _____, F I PROJ. No. 69 SEC. (28) DATED 1953
SEC. 16, T. 29 N, R. 9 W 4200 SO. FT.

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) <u>B</u>	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
<u>1188+71 PL. to 1190+88 PL.</u>	<u>87</u> feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet

The above and foregoing grant is made in consideration of payment of the sum of _____

Two hundred and seventy-one Dollars (\$ 271.00),

which sum shall be paid to the order of _____

NAME Herschel M. Merriman
ADDRESS Goodland, Morocco, Indiana

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 & Savings Assn. of Indiana, Goodland Ind.
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.

X Herschel M. Merriman _____ (Grantor)
Herschel M. Merriman (Grantor)
X Dolores I. Merriman _____ (Grantor)
Dolores I. Merriman (Grantor)
_____ (Grantor)
Dated 3/2/54, 19____

CHECKED WITH PROJECT
PLANS DATED _____
BY _____

AMOUNT APPROVED 271.00
BY Nyle 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 APR 2 1954
& FORM OK'D
BY S. S. Skaltsas

PAID BY _____
WARRANT No. A530869
DATED April 22, 1954

APR 2 1954

State of Indiana, County of Newton
ss: _____
Personally appeared before me Herschel M. & Dolores I. Merriman (husband & wife) and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 3rd day of March, 1954.
Witness my hand and official seal.
My Commission expires December 15, 1957
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 _____
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 Newton
ss: _____
Personally appeared before me C. E. Seddelmeyer and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of March, 1954.
Witness my hand and official seal.
My Commission expires December 15, 1957
Frank C. Konnersman
Notary Public, Decatur County

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

April 22, 1954

To Herschel M. Merriman
Moreoco, Indiana

GENTLEMEN:

We enclose State Warrant No. A 530867 April 22, 1954
in settlement of the following vouchers:

DESCRIPTION

AMOUNT

For the purchase of Right of Way on State Road
No. U.S. 41 in Newton
County PI Project 69
Section 28 as per Grant dated
March 3, 1954

21 00

Yours truly,

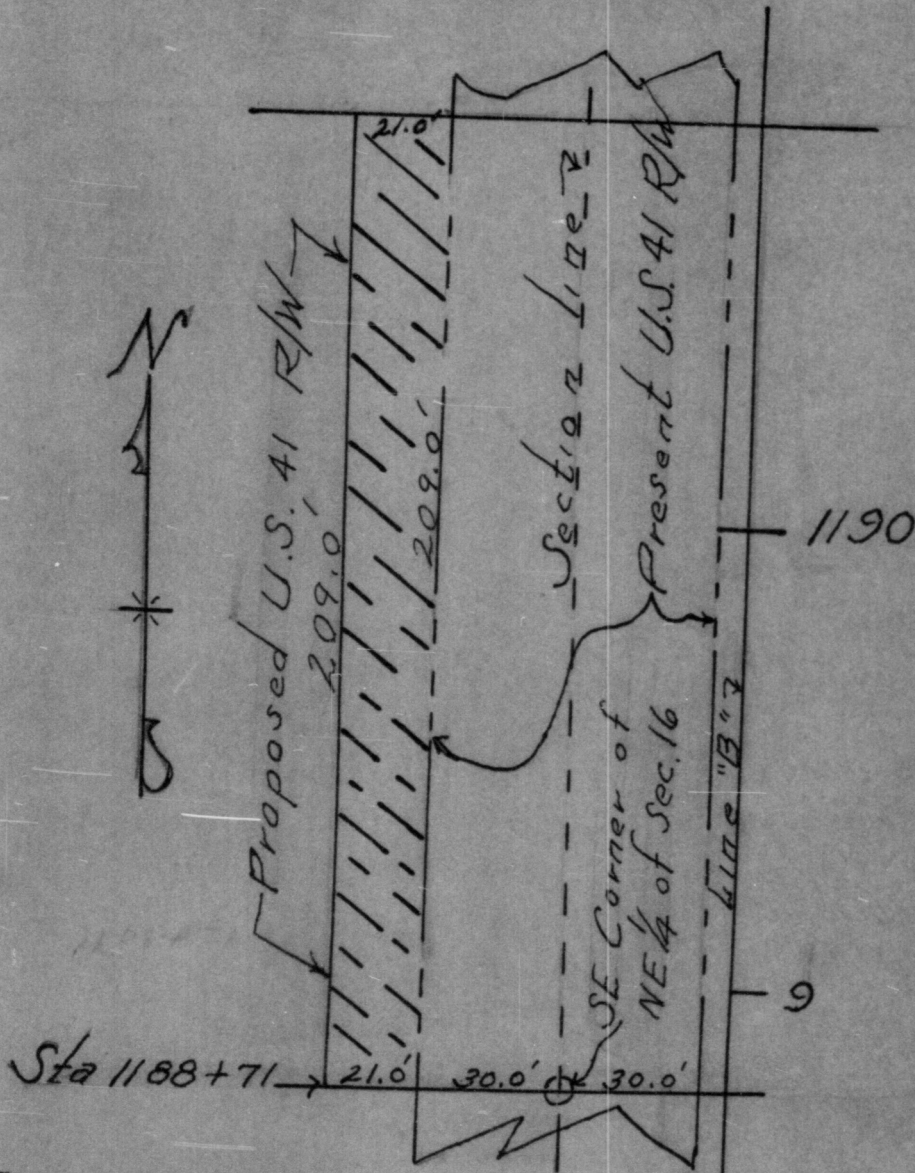
CONTROLLER

Received Payment:

19

HERMAN M. and DELORES MERRILL

A part of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of section 16; T29N; R9W.
in Newton County, Indiana.



Described as follows;

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

Mel J. Ford

Professional Engineer 2960

3-12-54

TITLE AND ENCUMBRANCE REPORT



RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S.R. 4541 PROJ. PT. 69 SEC. 22 Beaver TWP. Newton CO.

Name on Plans Harold O. SONS.

Name in Trans. Book Herschel M. Merriman & Dolores I. Merriman H. & W.

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>29N</u>	<u>9W</u>	<u>5 Acres</u> <u>2:50</u>	<u>60</u>	<u>1880</u>

DEED RECORD:

DEED RECORD 77 P. 525 Recorded 9-2-1946 Way. Deed.

To Herschel M. Merriman & Dolores I. Merriman, H. & W. by entirety
From Harold O. SONS & Loleita M. SONS H. & W.

Subject to

DEED RECORD 71 P. 361 Recorded 2-21-39 Way Deed.

To Harold O. SONS & Loleita M. SONS H. & W.
From Mary C. Don & John W. Don H. & W.

Subject to

DEED RECORD _____ P. _____ Recorded _____ Deed.

To _____

From _____

Subject to _____

MORTGAGE RECORD:

MORTGAGE RECORD 63 P. 471 Amount \$3,000.00 Date 9-2-1940

Mortgagor Herschel M. Merriman & Dolores I. Merriman H. & W.

Mortgagee Newton County Loan and Savings Association of Indiana.

Street Address _____ City Beeland 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 Angus Jr. Date 2-17-1954

A part of the S.E. 1/4 of the N.E. 1/4 of Section 16, Township 29 N.
Range 9 West, Bound as follows: Commencing at the S.E.
Corner of said S.E. 1/4, of said Sec. 16 and running
thence north 418 feet; thence west 521 feet; thence
north 418 feet; thence east 521 feet to the place of
beginning, containing 50000 more or less.

DEED RECORD 77 P. 575

MORTGAGE RECORD P.

STATE HIGHWAY COMMISSION OF INDIANA

RIGHT OF WAY REPORT

F.I. Proj. 69 Sec. (28) Sta. 1188+71 PL. to Sta. 1190+88 PL. ^L ~~None~~

Property of Herschel M. Merriman & Dolores I. Merriman

Length of widening 209 feet Left _____ feet Right _____

Length of relocation _____ Lengths and types of existing fence

Total acres in farm _____ none _____

Assessed valuation per acre _____

Fair market value per acre _____

Type of existing road Black Top

Estimate of Damage	Damage Estimated by	Damage Estimated by
	Konnersman-Rust	
Rods _____ fence to be moved _____	Rod \$ _____	\$ _____
Rods _____ fence to be constructed _____	Rod \$ _____	\$ _____
Land in right of way 4200 sq. ft at .04	\$ 168.00	\$ _____
Buildings to be moved (kind, size, etc.) _____	\$ _____	\$ _____
Grading and Reseeding _____	50.00	_____
Trees, shrubbery, etc. (kind) 2 trees	\$ 50.00	\$ _____
Drainage _____	\$ _____	\$ _____
Well _____	\$ _____	\$ _____
Proximity to buildings _____	\$ _____	\$ _____
Consequential damage due to _____	\$ _____	\$ _____
Other damage 3 Fence Stakes	\$ 3.00	\$ _____
 Total _____	 \$ 271.00	 \$ _____
Probability of an early and definite increase in value _____	\$ _____	\$ _____
 Net damage _____	 \$ 271.00	 \$ _____
(Sketch on other side)	N. T	

STATE HIGHWAY COMMISSION OF INDIANA

RIGHT OF WAY REPORT

U.S. 41 Proj. RT 69 Sec. 1281 Sta. 1188+71 to Sta. 1190+88 R or L
 Property of Herschel M. Maximian & Robert L. Maximian H & W.
 Length of widening 209 feet Left _____ feet Right _____
 Length of relocation _____ Lengths and types of existing fence _____
 Total acres in farm _____
 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)

Herysghel M. & Dolores I. Merriman

See. 16 Twp 25N. Range 9 West
Bear River P. Newton County.

Scale 1" = 100'

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

