

STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA

PROJECT No. 616

PARCEL #5 & 5-T

RIGHT OF WAY GRANT

SECTION 3

UNION

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

PLANS ON SR. NO. 27 SEC. _____, F. PROJ. No. 616 SEC. 3 DATED 1955
SEC. 1, T. 11 N, R. 2 W Perm. 0.43 ~~PERM~~
Temp. 0.06 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) "F & A"	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
LINE "F"		
479 + 17 PL to 483 + 03.3	50'	feet
Equation: P.T. 483 + 03.3 (LINE "F") =		feet
P.O.T. 480 + 15 (LINE "A")		feet
LINE "A"		
480 + 15 to 480 + 50	50' to 60'	feet
480 + 50 to 482 + 25	60'	feet
482 + 25 to 482 + 87 PL	60' to 50'	feet
THE FOLLOWING DESCRIBED RIGHT OF WAY IS TEMPORARY RIGHT OF WAY FOR		
CONSTRUCTION ON SAID PROJECT AND WILL REVERT TO THE GRANTOR UPON		
COMPLETION OF SAID PROJECT:		
480 + 50 to 480 + 75	60' to 100'	feet
480 + 75 to 481 + 25	100'	feet
to		feet
to		feet
to		feet
to		feet
to		feet
to		feet

Hadley

The above and foregoing grant is made in consideration of payment of the sum of Twelve hundred and fifty Dollars (\$ 1250.00),

which sum shall be paid or held in escrow as specified to the order of

Margaret D. Hushruck
151 Hadley Rd.
Dayton
Indiana

APPROVED	
Director	<u>[Signature]</u>
Asst. Dir. Field	<u>[Signature]</u>
Asst. Dir. Off.	<u>[Signature]</u>
Title Atty.	<u>[Signature]</u>
Office Mgr.	<u>[Signature]</u>

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

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

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

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

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

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

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: None

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

<u>Margaret D. Hushruck</u> (Grantor)	_____ (Grantor)
_____ (Grantor)	_____ (Grantor)
_____ (Grantor)	_____ (Grantor)
_____ (Grantor)	_____ (Grantor)
_____ (Grantor)	_____ (Grantor)
_____ (Grantor)	_____ (Grantor)

Dated September 19, 1956

CHECKED WITH PROJECT PLANS DATED 1-2-57
BY [Signature]

AMOUNT APPROVED JAN 21 1957
BY [Signature]

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA
BY John Peters
Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA
DATE FEB 21 1957, 1956

DESCRIPTION & FORM OK'D 1-8-57
BY [Signature]

PAID BY WARRANT No. 7080550
DATED 3/4, 1957

Ohio
State of ~~Indiana~~, County of Montgomery ss:

Personally appeared before me Marjorie D. Herbruck and Robert A. Herbruck, her husband,
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this 19 day of September, 19 56.

Witness my hand and official seal.

My Commission expires.....

Dorothy E. Magill
Notary Public.

DOROTHY E. MAGILL, Notary Public
In and for Montgomery County, Ohio
My Commission Expires March 22, 1959

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.

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

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

..... (Seal) (Seal)

..... (Seal) (Seal)

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

Personally appeared before me.....

..... above named and duly acknowledged the execution of the above
release the..... day of....., 19.....

Witness my hand and official seal.

My Commission expires.....

Received for record this 11 day of June Notary Public.

19 57 at 1 o'clock PM, and recorded

in Deeds Record 27 on page 114
Grace H. Reese

RECORDER UNION COUNTY, INDIANA
Fee \$

1500

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

March 7 19 57

To Marjorie D. Herbruck
151 Hadley Road
Dayton, Ohio

GENTLEMEN:

We enclose State Warrant No. A 080550 3-4-57 19
in settlement of the following vouchers:

DESCRIPTION	AMOUNT	
<i>For the purchase of Right of Way on State Road No. 27 in Union County F Project 616 Section 3 as per Grant dated Sept. 19, 1956</i>	1,250	00

PLEASE RECEIPT AND RETURN

Yours truly,

CONTROLLER

Received Payment: *Marjorie D. Herbruck* 19 57

TITLE AND ENCUMBRANCE REPORT

2421

PARCEL 585-T

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S.R. 27 PROJ. F-616 SEC. 3 CENTER TWP. UNION CO.

Name on Plans

Name in Trans. Book

MARJORIE D. HERBRUCK

90 Mr. James Davis
Winters National Bank
Dayton, O.

DESCRIPTION OR ADDITION	SEC.	TWP.	RGE.	ACREAGE	ASSESSED VAL.	
	BLK.	LOT	LOT	TOWN	LAND	IMP.
2010 PT SE 1/4 NE 1/4	1	11	2	20 -	680 ⁰⁰	-

DEED RECORD:

DEED RECORD 24 P. 172 Recorded 4 JAN 1948 WARRANTY Deed.
 To MARJORIE D. HERBRUCK
 From JAMES H. DAVIS + MARGARET M. DAVIS, his WIFE
 Subject to

DEED RECORD P. Recorded Deed.

To

From

Subject to

DEED RECORD P. Recorded Deed.

To

From

Subject to

MORTGAGE RECORD: ✓

MORTGAGE RECORD P. Amount Date

Mortgagor

Mortgagee

Street Address City State County

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 Milford Shivers Date 2-4-56

James H. Davis & Margaret M. Davis, his wife, of Montgomery County, Ohio, convey & warrant to Myraie D. Herbruck of Montgomery Co., Ohio, the following described real estate in Union County, Indiana, to-wit:

Commencing at the NE corner of the NE Quarter of Section 7, Twp 11, Range 1W and running thence West 162.12 rods to a post; running thence South 160.75 rods; thence East 161.33 rods; thence North 161.85 rods to the place of beginning, containing 163.04 Acres, more or less.

ALSO; a part of the NE 1/4 of Section 1, Twp 11, Range 2W, beginning at the SE corner of said section & running West 80 rods; thence North 40 rods; thence East 80 rods; thence South 40 rods to the place of beginning,

MORTGAGE RECORD P.

containing 20 acres, more or less.

ALSO: Beginning 11 chains + 77 links North from the SE corner of the NW Quarter of Section 7, Twp 11, Range 1W and running thence North 22.37 1/2 chains; thence West 8.94 chains; thence South 22.37 1/2 chains; thence East 8.94 chains to the place of beginning, containing 20 acres more or less; Except the following described real estate; Beginning 11 chains + 77 links North from the SE corner of the NW quarter of Section 7,

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

INDIANA STATE HIGHWAY COMMISSION

S.R. _____ PROJ. _____ SEC. _____ TWP. _____ CO. _____

Name on Plans _____

Name in Trans. Book _____

DESCRIPTION OR ADDITION	SEC.	TWP.	RGE.	ACREAGE		ASS. VAL.	
	BLK.	LOT	LOT	TOWN		LAND	IMP.

DEED RECORD:

DEED RECORD _____ P. _____ Recorded _____ Deed.
 To _____
 From _____
 Subject to _____

DEED RECORD _____ P. _____ Recorded _____ Deed.
 To _____
 From _____
 Subject to _____

DEED RECORD _____ P. _____ Recorded _____ Deed.
 To _____
 From _____
 Subject to _____

MORTGAGE RECORD:

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

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 _____ Date _____

DEED RECORD

-P-

Twp 11, Range 1W and running thence north
 34.97 rods; thence west 35.76^{rods}; thence South
 34.97 rods; thence East 35.76 rods; to the
 place of beginning, containing 7 acres, more
 or less. The Grantor herein reserves a
 roadway 16 feet wide on the east and west
 sides of the above described real estate
 for the purpose of ingress and egress to
 the real estate owned by both Grantor
 and Grantee. Said Excepted real estate
 was heretofore conveyed ^{by} Joshua Davis
 to Union County Board of Commissioners
 and reverts to the heirs at law of the
 Grantor if not used for park purposes).

MORTGAGE RECORD

P.

TITLE AND ENCUMBRANCE REPORT

5+5-T



RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S.R. 27 PROJ. F616 SEC. 3 CENTER TWP. UNION CO.

Name on Plans _____

Name in Trans. Book MARJORIE D. HERBRUCK.

DESCRIPTION OR ADDITION	SEC.	TWP.	RGE.	ACREAGE	ASSESSED VAL.	
	BLK.	LOT	LOT	TOWN	LAND	IMP.
No. 10. Pt SE 1/4 NE 1/4	1	11	2	20		

DEED RECORD: _____

DEED RECORD 14 P. 440 Recorded 7-18-1919 WAR Deed.
 To JAMES H. DAVIS + MARGARET M. DAVIS H + W
 From SARAH SERING ET AL.
 Subject to TAXES

DEED RECORD _____ P. _____ Recorded _____ Deed.

To _____

From _____

Subject to _____

DEED RECORD _____ P. _____ Recorded _____ Deed.

To _____

From _____

Subject to _____

MORTGAGE RECORD: _____

MORTGAGE RECORD _____ P. _____ Amount _____ Date _____

Mortgagor _____

Mortgagee _____

Street Address _____ City _____ State _____ County _____

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 Ralph Lucas + Bert Mac Donald. Date 12-11-1956

That Sarah Sering, (single), Martha Sering, (single), Albert Sering & Cordelia Sering, his wife, of Union County, State of Indiana, convey & warrant to James H. Davis of Union County, State of Indiana, the following described Real Estate in Union County, State of Indiana, to wit

A part of the northeast quarter of Section 1, Township 11, Range 2 west and described as follows; Beginning at the southeast corner of said section, running thence west 80 rods; thence north 40 rods; thence East 80 rods; thence south 40 rods to place of beginning. containing 20 acres, more or less.

The grantee herein to pay taxes due & payable on said real estate in November 1919 and all subsequent taxes.

UNION CO.
CENTER TWP.

SEC. 1
TWN 11
R 2

3

28.17 A

CARSON

CARSON

70 A

10

HERBRUCK

20 A

2

5 6

9

13

14

REBECCA + MARTHA ROSE

149.33 A

RR

20

21

24

25

U.S. 27

CITY OF
LIBERTY

20

U.S. 27
Highway

22

STATE HIGHWAY DEPARTMENT OF INDIANA

RIGHT OF WAY REPORT

U.S.R. 27 Proj. F-616 Sec. 3 Sta. LINE "F" 479+17 to Sta. LINE "A" 482+87 R or L

Property of MARJORIE D. HERBRUCK

Length of widening 658 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 _____

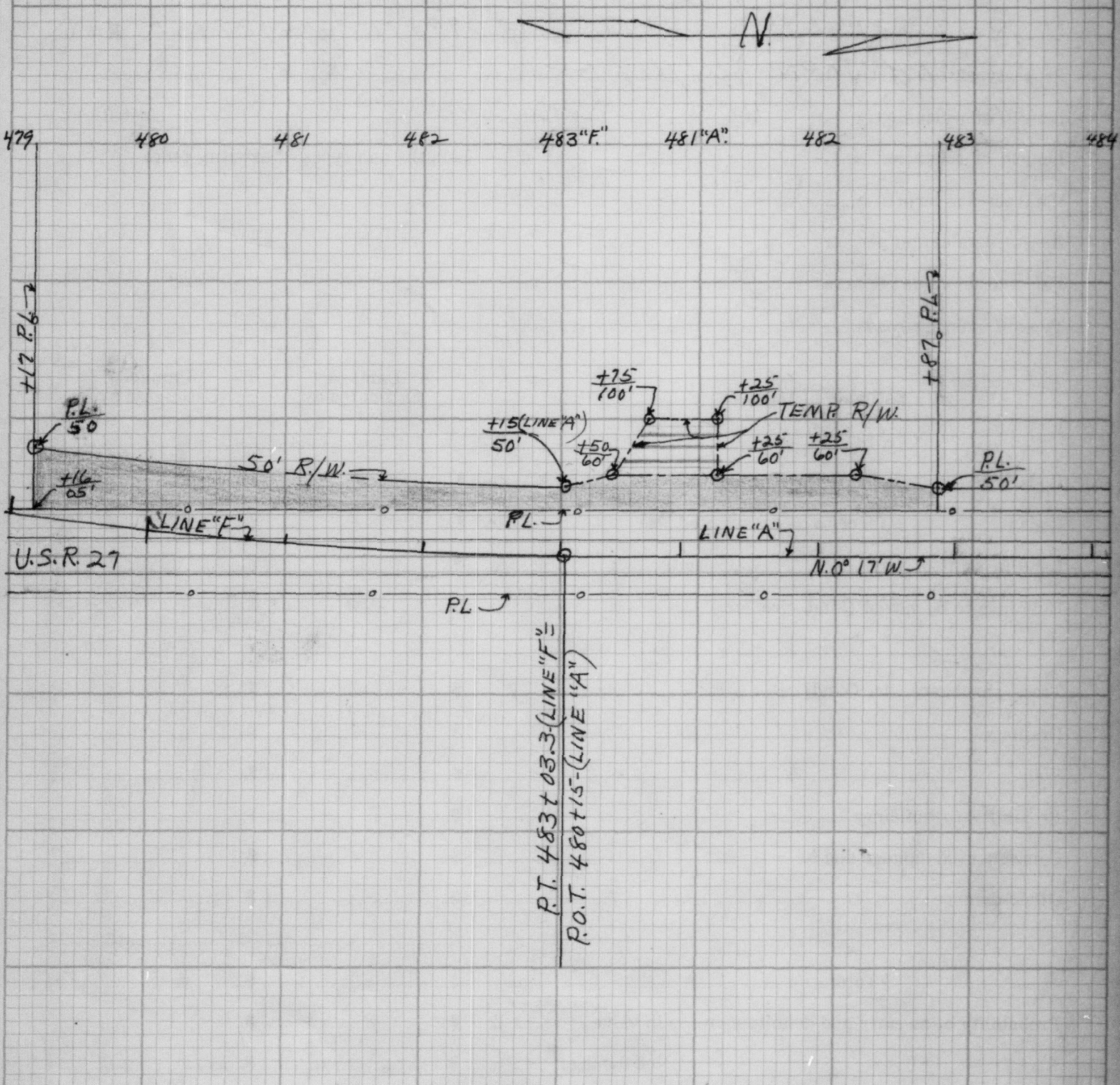
Estimate of Damage	Damage Estimated by	Damage Estimated by
Rods _____ fence to be moved _____	Rod \$ _____	\$ _____
Rods _____ fence to be constructed _____	Rod \$ _____	\$ _____
Land in right of way _____ acres _____	\$ _____	\$ _____
Buildings to be moved (kind, size, etc.) _____	\$ _____	\$ _____
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)

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

MARJORIE D. HERBRUCK.

PT. SE¹/₄-NE¹/₄ - SEC. 1 - T. 11 - R. 2 - CENTER TWP. - UNION CO.



 ← PERM. R/W = 0.43 ACRES
 ← TEMP. R/W = 0.06 ACRES

1" = 100'

POORMAN