

STATE HIGHWAY DEPARTMENT OF INDIANA  
STATE HOUSE ANNEX  
INDIANAPOLIS 9, INDIANA  
RIGHT OF WAY GRANT

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

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. 3, T. 28 N, R. 9 W 3.86 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.E. (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) "D"	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
979+76 PL to 988+50	feet	87 feet
988+50 to 989+25 PL	feet	87 to 150 feet
979+76 PL to 989+25 PL	87 feet	feet
to	feet	feet
If grantors remove the buildings and fencing from the real estate herein conveyed on or before the first day of June, 1954, or such subsequent date thereto as grantee may agree to in writing, then the same shall become property of grantors, otherwise title thereto and ownership thereof shall remain in grantee with full power to remove and dispose of same.		
to	feet	feet
to	feet	feet
to	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 Nine Thousand Two Hundred Twenty- - - - - Dollars (\$ 9,220.00 - - - - ), which sum shall be paid to the order of

NAME Charlotte Clark  
ADDRESS 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 Grantor 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.

(Grantor) Charlotte Clark (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)

Dated March 23, 1954

CHECKED WITH PROJECT PLANS DATED \_\_\_\_\_ BY \_\_\_\_\_

AMOUNT 9,220.00 APPROVED BY John Teverbaugh

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. C. Skaitzas

PAID BY WARRANT No. A530850 DATED March 22, 1954

APR 2 1954



State of Indiana, County of Newton ss:

Personally appeared before me Charlotte Clark, (widow)  
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the  
facts therein are true, this 23rd day of March, 1954.

Witness my hand and official seal.

My Commission expires January 18, 1958

Wilbur L. Rust  
Wilbur L. Rust  
Howard County  
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 \_\_\_\_\_

RECEIVED FOR RECORD  
At 11:00 o'clock A.M. Recorded  
In Deed Record No. 87 Page 457 Notary Public.  
MAY 14 1954

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.

**CLARICE HUFTY**  
Recorder, Newton County, Indiana

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 \_\_\_\_\_

Notary Public.

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

April 22, 19 54

To Charlotte Clark  
Morocco, Indiana

GENTLEMEN:

We enclose State Warrant No. A530850 March 22, 19 54  
in settlement of the following vouchers:

DESCRIPTION	AMOUNT	
<i>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 23, 1954</i>	9,220	00

PLEASE RECEIPT AND RETURN

Yours truly,

*Mrs. Charlotte Clark*  
CONTROLLER

Received Payment:

*April 23* 19 54



TITLE AND ENCUMBRANCE RECORD



RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S.R. 1541 PROJ. 1169 SEC. (28) WASHINGTON TWP. Newton CO.

Name on Plans CHARLOTTE CLARK

Name in Trans. Book

DESCRIPTION OR ADDITION	SEC.	TWP.	RGE.	ACREAGE	ASSESSED VAL.	
	BLK.	LOT	LOT	TOWN	LAND	IMP.
Pt N 1/2 NW	3	28N	5W	30	1690.00	

DEED RECORD:

DEED RECORD 84 P. 9 Recorded 6-26-1953 Quit Claim Deed.

To CHARLOTTE CLARK

From George R. Clark and Kathryn Clark H. W. Leonard L. Clark and Elsie

Subject to Clark H. W. Clifford Clark and Carrie E. Clark. H. & W.

DEED RECORD 40 P. 559 Recorded 9-1-1899 War Deed.

To George Thomas Clark

From Josiah R. Thompson and Mary F. Thompson

Subject to

DEED RECORD 13 P. 522 Recorded April 20/1942 Deed.

To Charlotte Clark appoint admr. of Geo. T. Clark

From estate

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 Morris Yinger Jr Date 2-10-1954



DEED RECORD 84 P. 9  
 A parcel of land in Section 3 Twp 28 North, Range 9 West  
 of Newton County, Indiana, described as follows. Commencing  
 at the N.W. corner of The N.W. 1/4, Section 3 and running  
 North 58 Nods., thence west To the west line of right  
 way of new U.S. 41 highway thence in a northerly  
 direction along said right of way line To the north  
 section line of Section 3, thence east To the place  
 of beginning and containing approximately 30 acres more  
 or less.

There is an ~~error~~ filed by Charlotte Clark widow  
 of George Thomas Clark, the Clark office Newton County  
 records book 13 page 592, and memo for the widow  
 Charlotte Clark Administrator April 20, 1942  
 George R. Clark, Leonard J. Clark and Clifford Clark  
 are the only children and heirs

# STATE HIGHWAY COMMISSION OF INDIANA

## RIGHT OF WAY REPORT

F.I. Proj. 69 Sec. (28) Sta. 979+76 PL to Sta. 989+25 PL <sup>&</sup> ~~R 121~~

Property of Charlotte Clark

Length of widening..... 949 ..... feet Left..... 949 ..... feet Right

Length of relocation..... Lengths and types of existing fence

Total acres in farm..... 30 ..... 124 Rods Mesh Fence

Assessed valuation per acre.....

Fair market value per acre..... \$300.00

Type of existing road.....

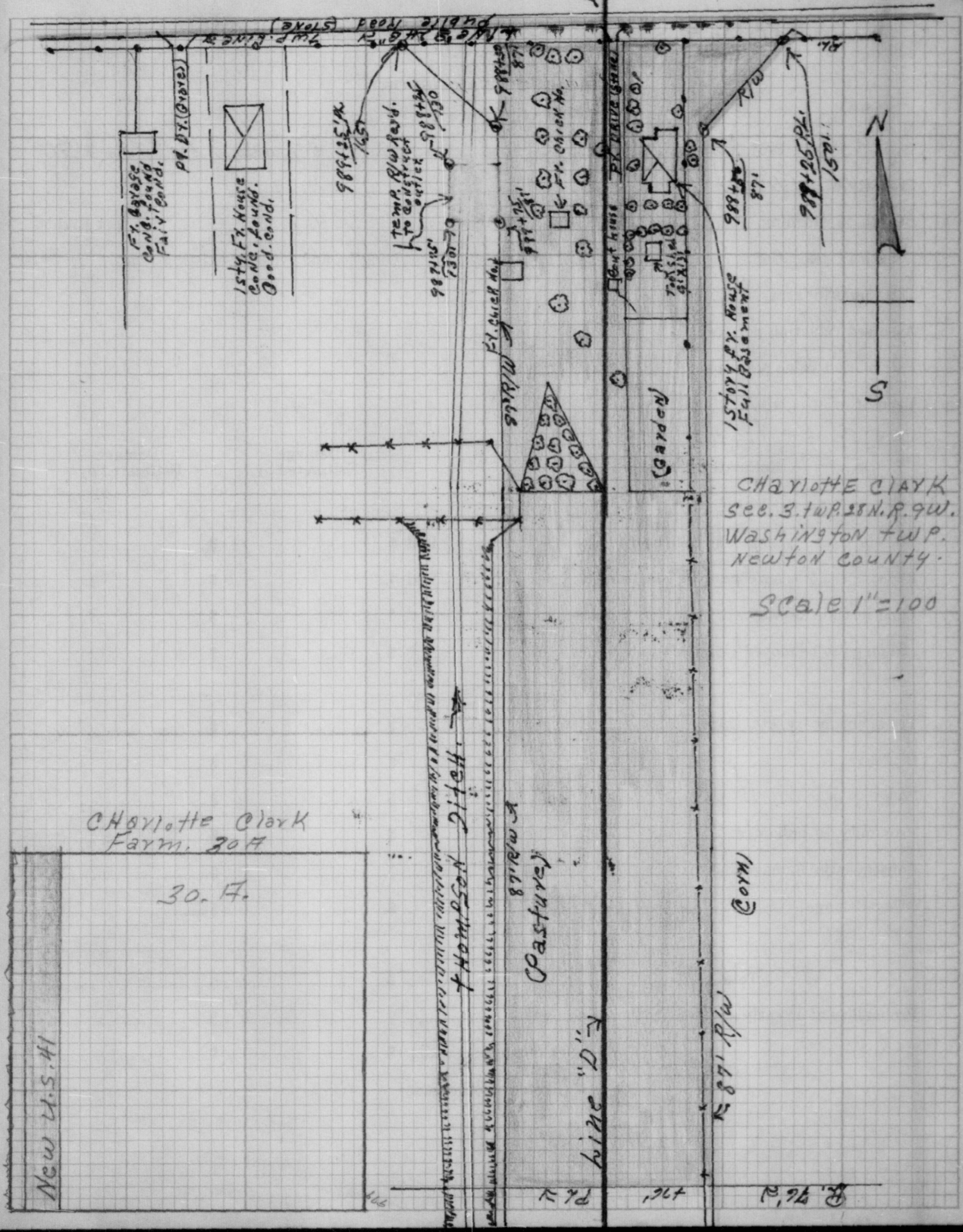
Estimate of Damage	Damage Estimated by	Damage Estimated by
	<u>Konnersman-Rust</u>	
Rods 124 fence to be moved..... 2.50	Rod \$ 310.00	\$
Rods 115 fence to be constructed..... 4.00	Rod \$ 460.00	\$
Land in right of way..... 3.86 acres 300.00	\$ 1158.00	\$
Buildings to be moved (kind, size, etc.) <u>6 ROOM house, tool shed,</u>	\$	\$
<u>2 chicken houses, 1 brooder house, 1 outhouse</u>	<u>4817.00</u>	
Trees, shrubbery, etc. (kind) <u>63 trees &amp; evergreens</u>	\$ 1000.00	\$
<del>Damage</del> Inconvenience (moving) <u>2 persons</u>	\$ 400.00	\$
Well.....	\$ 750.00	\$
<del>Damage</del> <u>Corner Cut</u>	\$ 50.00	\$
<del>Damage</del> <u>5 conner posts</u>	\$ 75.00	\$
Other damage <u>Grade and Reseed Lawn</u>	\$ 200.00	\$
Total.....	\$ 9220.00	\$
Probability of an early and definite increase in value.....	\$	\$
Net damage.....	\$ 9220.00	\$

(Sketch on other side)

N.T.



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



CHAYLOTTE CLAYK  
 Sec. 3. Twp. 28 N. R. 9 W.  
 Washington Twp.  
 Newton County.

Scale 1" = 100

CHAYLOTTE CLAYK  
 Farm. 30 A

30. A.

New U.S. 41

Line "D"

Pasture

Corn

Garden

Fy. Ch. No. 87

Temp. R/W Road to construct outlet

1st Fy. House Cond. Found. Good Cond.

Fy. Ag. Bldg. Cond. Young Fair Cond.



# STATE HIGHWAY COMMISSION OF INDIANA

## RIGHT OF WAY REPORT

S.P. 411 Proj. File (28) Sec. 28 Sta. 9794 76% to Sta. 9894 55% R of L  
 Property of Charlotte Clark  
 Length of widening 949 feet Left  
 Lengths and types of existing fence

Total acres in farm 30.8  
 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)