

Code 1405

STATE HIGHWAY DEPARTMENT OF INDIANA  
STATE HOUSE ANNEX  
INDIANAPOLIS 9, INDIANA  
RIGHT OF WAY GRANT  
PARCEL 1

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 11.68 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) "D"	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
929+28 PL to 930+00	feet	140 to 90 feet
930+00 to 938+00	feet	90 to 87 feet
938+00 to 955+95 PL	feet	87 feet
929+28 PL to 930+00 PL	165 to 120 feet	feet
3+00 PL Line S23B to 934+00; PL Line S23B to 260+00	feet	feet
934+00 to 934+00	260 to 87 feet	feet
934+00 to 942+00	87 feet	feet
942+00 to 955+95 PL	87 to 107 feet	feet

The following described right of way is temporary right of way for the construction of outlet ditches and will revert back to permanent right of way hereinbefore described on completion of said project.

955+50 to 955+95 PL	140 feet	feet
to	feet	feet

If grantors remove buildings & fencing from the real estate herein conveyed on or before the 1st 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.

The above and foregoing grant is made in consideration of payment of the sum of Sixteen Thousand Four Hundred Thirty-nine and fifty-one hundredths Dollars (\$16,439.50),

which sum shall be paid to the order of

NAME Estella B. Thompson  
ADDRESS R.R. , 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) Estella B. Thompson (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)  
(Grantor) \_\_\_\_\_ (Grantor)  
**JOHN M. CONNELL** (Grantor)  
County Auditor

Dated March 30, 1954

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

AMOUNT APPROVED 21 54 BY W. L. Overbaugh WIFE Leverbaugh

THE ABOVE GRANT IS HEREBY ACCEPTED.  
STATE OF INDIANA  
BY Albert J. Wedeking  
Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA  
DATE 5/7, 1954

DESCRIPTION & FORM OK'D APR 12 1954 BY S. C. Skaltas

PAID BY WARRANT No. 4532805 DATED 5/17, 1954

APR 12 1954

State of Indiana, County of Newton ss:

Personally appeared before me Estella B. Thompson, Widow,  
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the  
facts therein are true, this 30th day of March, 1954 3

Witness my hand and official seal.

My Commission expires Dec. 15, 1957

Frank C. Konnersman  
FRANK C. KONNERSMAN Notary Public.  
DECATUR COUNTY  
Frank C. Konnersman

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)

2801  
RECEIVED FOR RECORD

At 9:30 o'clock A.M. Recorded \_\_\_\_\_ (Seal)

In \_\_\_\_\_ Record No. 84 Page 499 \_\_\_\_\_ (Seal)

JUN 12 1954

CLARICE HUFTY  
Recorder, Newton County, Indiana

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

May 18 1954

To ESTELLA B. THOMPSON  
R. R.  
Morocco, Indiana

GENTLEMEN:

We enclose State Warrant No. A-532805 May 17 1954  
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
<p><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 30, 1954</i></p>	<p>16,439 50</p>

PLEASE RECEIPT AND RETURN

Yours truly,

Received Payment: *Estella B. Thompson* May 19 1954  
CONTROLER

TITLE AND ENCUMBRANCE REPORT



RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S.R. 4541 PROJ. A7 69 SEC. 28 WASHINGTON TWP. HEWTON CO.

Name on Plans JAMES B & ESTELLA B. THOMPSON.

Name in Trans. Book \_\_\_\_\_

DESCRIPTION OR ADDITION	SEC.	TWP.	RGE.	ACREAGE	ASSESSED VAL.	
	BLK.	LOT	LOT	TOWN	LAND	IMP.
<u>S.W. SE.</u>	<u>3</u>	<u>28N</u>	<u>5W</u>	<u>40</u>	<u>1790.00</u>	<u>1350.00</u>
<u>1/2 N.W. SE.</u>				<u>20</u>		
<u>1/2 N.W. N.W.</u>				<u>45</u>		
<u>S.E. N.W.</u>				<u>40</u>		
<u>S.W.</u>				<u>160</u>		

*Pro owner.* DEED RECORD: \_\_\_\_\_  
 DEED RECORD 63 P. 155 Recorded 8-25-1926 Way. Deed.  
 To JAMES B. THOMPSON AND ESTELLA B. THOMPSON. H & W  
 From WILLIAM O. THOMPSON AND CYNTHIA J. THOMPSON. H & W.  
 Subject to \_\_\_\_\_

DEED RECORD \_\_\_\_\_ P. \_\_\_\_\_ Recorded \_\_\_\_\_ Deed.  
 To \_\_\_\_\_  
 From \_\_\_\_\_  
 Subject to \_\_\_\_\_

DEED RECORD \_\_\_\_\_ P. \_\_\_\_\_ Recorded \_\_\_\_\_ Deed.  
 To \_\_\_\_\_  
 From \_\_\_\_\_  
 Subject to \_\_\_\_\_

MORTGAGE RECORD: See other page.  
 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 Marie Yager Jr Date 2-10-1954

~~The South West Quarter of Section 3 and 1/4 Sec 29 N. Range~~  
~~9 West and one acre of the same East side of the~~  
~~North 1/4 of the South East 1/4 of Section 4, Twp 28 N. Range~~  
~~South and subject to the right of Washington School~~  
~~Township of Washington Township, Newton County, Indiana~~  
~~in one half acre on the South side of the South West~~  
~~1/4 of the South, west 1/4 of said Section 3 above described.~~

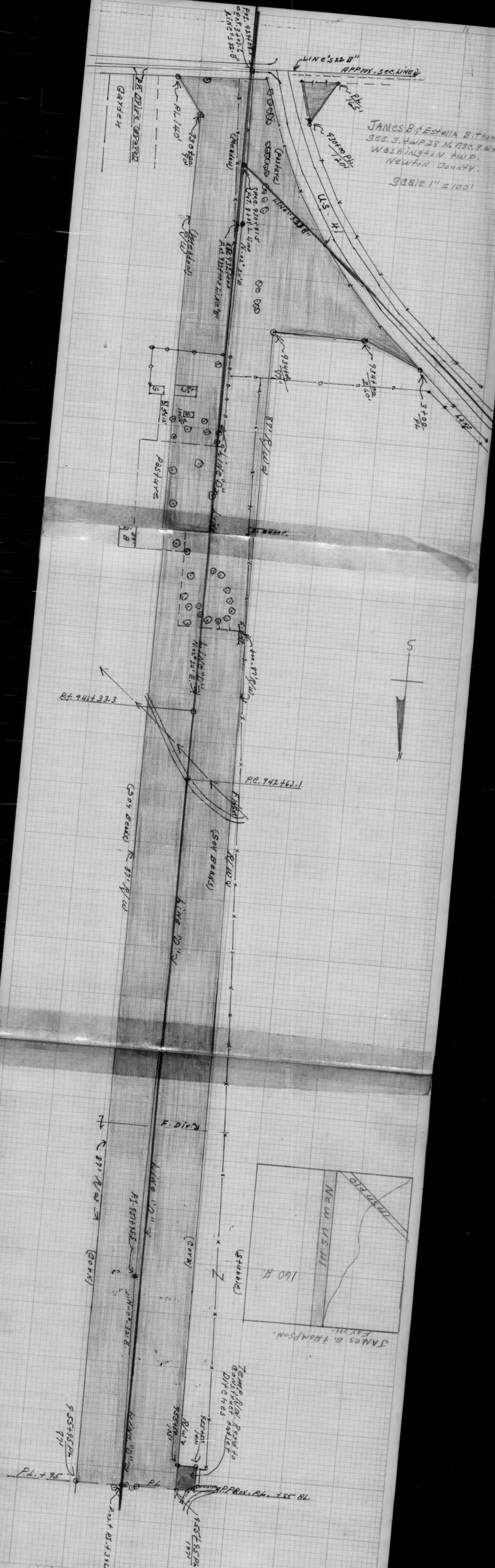
# STATE HIGHWAY COMMISSION OF INDIANA

## RIGHT OF WAY REPORT

F.I. Proj. 69 Sec. (28) Sta. 929+28 to Sta. 955+95 R & L  
 Property of James B. & Estelle B. Thompson  
 Length of widening 2667 feet Left 2667 feet Right  
 Length of relocation \_\_\_\_\_ Lengths and types of existing fence  
 Total acres in farm 160 291 rods mesh  
 Assessed valuation per acre \_\_\_\_\_  
 Fair market value per acre \$400.00  
 Type of existing road None

Estimate of Damage	Damage Estimated by	Damage Estimated by
	F. Konnersman	
Rods. 291 fence to be moved \$2.50	Rod \$ 727.50	\$
Rods. 310 fence to be constructed \$4.00	Rod \$ 1240.00	\$
Land in right of way 11.68 acres \$400.00	\$ 4672.00	\$
Buildings to be moved (kind, size, etc.) Brooder house, Granery Chicken house	\$ 1000.00	\$
2 gates and 20 end posts ( 25.00- 15.00)	350.00	
Trees, shrubbery, etc. (kind) 143 - Hdwood & fruit	\$ 1500.00	\$
Drainage	\$	\$
Well	\$ 450.00	\$
Proximity to buildings	\$	\$
Consequential damage due to Separation of 1/2 of \$64000.00 farm	\$ 6400.00	\$
Other damage Corner cuts -- 2 at 50.00	\$ 100.00	\$
Total	\$ 16,439.50	\$
Probability of an early and definite increase in value	\$	\$
Net damage	\$ 16,439.50	\$
(Sketch on other side)	N.T.	

JAMES B. & ESTELLA B. THOMPSON  
 SEC. 3, TWP 28 N., R. 30 E., 9 WEST  
 WASHINGTON TWP.  
 NEWTON COUNTY.  
 SCALE 1" = 100'



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 FEATURES AND ITEMS.