

## WARRANTY DEED

Project ST-089-1(A)  
Code 1752  
Parcel 56

This Indenture Witnesseth, That

1982 APR 26 AM 11 50 ~~NOT REMARRIED~~

Sina L. Hickman

C Adult

LOUIS AUFMAN  
RECORDER  
of PORTER

County, in the State of Indiana

Convey and Warrant to

the STATE OF INDIANA for and in consideration of

Seventy Four Thousand

Three Hundred Eighty Five

\$ 74,385.00 Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in  
County in the State of Indiana, to wit:

Porter

The West 135 feet of the East 6 acres of that part of the East half of the South-west Quarter, lying North of the Highway commonly known as the LaPorte Road, in Section 20, Township 35 North, Range 5 West of the Second Principal Meridian, in Porter County, Indiana.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the above-described real estate, excepting on any part of said real estate which is not utilized in the limited access portion of the above-designated project.

Subject to public rights of way.

Reserving, however, unto the Grantor the two (2) car garage, and pool building which is currently situated upon the aforescribed real estate and which shall be treated by the Grantee and Grantor hereto as personal property, and which building encroaching upon the aforescribed realty Grantor hereby covenants and agrees to remove from the aforescribed realty as consideration for part of the aforesaid amount paid by the Grantee to the Grantor for this conveyance. Such removal shall be accomplished within 60 days from the date of receipt of payment and the Grantor shall post a performance bond in the amount of \$1,000.00 in favor of the Grantee to insure completion of the removal of the aforesaid building which encroaches upon the aforescribed realty. If the aforesaid building is not removed within the aforementioned time limit then the Grantee, utilizing the funds from the aforesaid performance bond, shall be permitted to remove from the aforescribed realty, by destruction or otherwise, said building which encroaches upon the above conveyed real estate without incurring any liability whatsoever to the Grantor, his successors or assigns other than his liability and attendant legal obligation under and pursuant to the aforesaid performance bond.

Grantor assumes and agrees to pay all taxes for the year 1981 payable 1982 on the above described real estate.

Paid by Warrant No. 5045939

Dated 4-6-1982

Land and improvements \$73,600.00, Damages \$785.00, Total consideration \$74,385.00

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

In Witness Whereof, the said

GRANTOR

has hereunto set her hand and seal, this

17<sup>th</sup> day of February 1982

Sina L. Hickman

C Adult Widow

NOT REMARRIED

DULY ENTERED FOR TAXATION

APR 26 1982

Corbett M. Lanning  
AUDITOR, PORTER COUNTY

This Instrument Prepared by

John W. Brossart

MAR 11 1982

5-27-81 1j





STATE OF INDIANA, \_\_\_\_\_ County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_  
day of \_\_\_\_\_, A. D. 19\_\_\_\_; personally appeared the within named \_\_\_\_\_  
\_\_\_\_\_, Grantor \_\_\_\_\_ in the above conveyance, and acknowl-  
edged the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires \_\_\_\_\_ Notary Public

STATE OF INDIANA, \_\_\_\_\_ County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_  
day of \_\_\_\_\_, A. D. 19\_\_\_\_; personally appeared the within named \_\_\_\_\_  
\_\_\_\_\_, Grantor \_\_\_\_\_ in the above conveyance, and acknowl-  
edged the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires \_\_\_\_\_ Notary Public

STATE OF INDIANA, PORTER County, ss: 17<sup>th</sup>  
Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_  
day of FEBRUARY, A. D. 1982; personally appeared the within named \_\_\_\_\_  
Sime L. Hickman E. Adair Wldow, not  
Remarried Grantor \_\_\_\_\_ in the above conveyance, and acknowl-  
edged the same to be her voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires 1-28-86 Paul B. Norris Notary Public

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage  
and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this trans-  
action, 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

MAR 11 1982

31571

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ m, and \_\_\_\_\_

Recorded in Book No \_\_\_\_\_ page \_\_\_\_\_

Recorder \_\_\_\_\_ County \_\_\_\_\_

Endorsed NOT TAXABLE this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

Auditor \_\_\_\_\_ County \_\_\_\_\_

Division of Land Acquisition  
Indiana State Highway Commission



1752

PARCEL NO. 56

PROJECT NO. ST-089-1(A)

ROAD NO. S.R. 49

COUNTY : PORTER

SECTION : 20

TOWNSHIP : 35 N.

RANGE : 5W.

OWNER: HICKMAN, SIVA L.

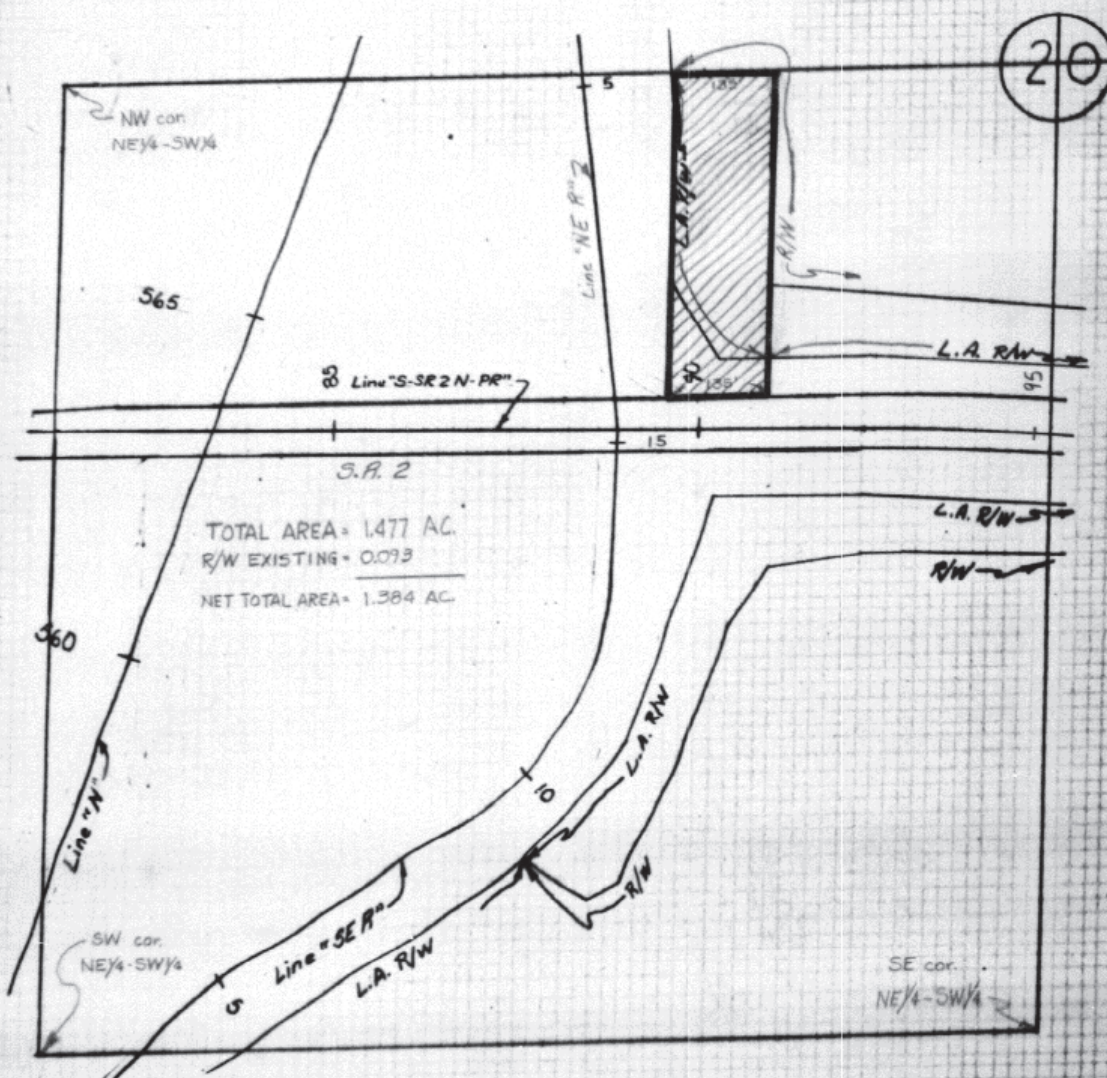
DEED RECORD 231, PAGE 195, DATED 10-15-68

DRAWN BY: R.E. Kelley 10-8-80

CHECKED BY: G.L. Smith 2-18-81

 HATCHED AREA IS THE APPROXIMATE TAKING

SCALE: 1" = 200'



REV. 3-11-82 NAME: K.G. STILES



PROJECT NO. ST-089-1(A) STATE ROAD NO. 49 PARCEL NO. 56RECORD OWNER Terry K. and Sina Masterson HickmanFROM April 28, 1980 TO March 5, 1982

I have checked the following records in Porter County,  
Indiana, for the Caption Property as described in the original T. & E.  
Report.

DEED RECORD	<u>No Change</u>
MORTGAGE RECORD	<u>See Below</u>
MISCELLANEOUS RECORD	<u>No Change</u>
OLD AGE ASSISTANCE RECORD	<u>" "</u>
TAX LIEN RECORD	<u>" "</u>
JUDGMENT RECORD	<u>" "</u>
LES PENDENS RECORD	<u>" "</u>
TAX DUPLICATE	<u>Current paid - none delinquent</u>

## CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS:

Mortgage Record 302, Page 252 Released 2-18-82.  
Affidavit on the death of Terry K. Hickman is in  
the parcel. *D. Perrigo*

SIGNED

*Donald L. Perrigo*  
Donald L. Perrigo

DATE

March 5, 1982



## CHICAGO TITLE INSURANCE COMPANY

## GUARANTY OF TITLE

S. R. Highway No. 49 PROJ. ST-089-1(A) COUNTY Porter  
 Names on Plans Terry K. and Sina Masterson Hickman  
 CTIC #P-315090(30)

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that as of the 28th day of April, 1980 at 5:00 P.M.

--TERRY K. HICKMAN and SINA L. HICKMAN, husband and wife, as tenants by the entireties--

are the Record Owner or Owners of the property described in Schedule "A" as disclosed by a search of the Public Record for a twenty-year period immediately prior to the effective date of this Guaranty, and that said search disclosed no defects or liens or encumbrances in the title to said property except those shown in or referred to in Schedule "B".

The maximum liability of the undersigned under this Guaranty is limited to the sum of \$ 5,000.00.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY



ATTEST:

*John A. Binsley*

President

*Robert Kratochvil*

Secretary

Countersigned and validated as of the 5th day of May

19 80

*Loran D. Roseman*  
 Authorized Signatory



SCHEDULE "A"

The property covered by this Guaranty is situated in the County of Porter  
in the State of Indiana and is described as follows:

The West 135 feet of the East 6 acres of that part of the East half of the Southwest Quarter, lying North of the Highway commonly known as the LaPorte Road, in Section 20, Township 35 North, Range 5 West of the Second Principal Meridian, in Porter County, Indiana.

MORTGAGE RELEASED 2-18-82  
IN MORTGAGE RECORD #423  
PAGE 325

CTIC # P-315090(30)

The Record Owner or Owners disclosed above acquired title by SEE ATTACHED SHEET

SCHEDULE "B"

This certificate is a guarantee of Record Ownership only and as such does not purport to cover nor disclose:

- a. the rights of parties in possession
- b. matters that might be disclosed by an accurate survey
- c. statutory liens for labor or materials unless filed of record
- d. ordinances, laws or regulations enacted by governmental authority

e. The search of the record of the property described in Schedule "A" discloses the following liens, encumbrances or defects in the title of the Record Owner or Owners.

1. Taxes for 1979 payable in 1980.

NOTE: Taxes for 1978 payable in 1979 were paid in the amount of \$354.10.  
(Washington Township - Duplicate No. 33100).

NOTE FOR INFORMATION:

The assessed valuation of the captioned premises for 1978/1979 is as follows:

Land: \$1,050.00 Improvements: \$5,240.00 Exemption: None

2. Taxes for 1980 payable in 1981.

3. Indemnifying Mortgage dated August 10, 1974 and recorded August 12, 1974 in Mortgage Record 302, page 252, as Document No. 35198, made by Terry K. Hickman and Sina Hickman husband and wife, to Northern Indiana Bank & Trust Co., Valparaiso, Indiana, to secure all indebtedness already owing by the mortgagors to said mortgagee, in the sum of \$5,000.00, payable as therein provided, and the covenants, conditions and agreements therein contained. (Mortgages captioned premises)

4. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

5. Roads and highways, streets and alleys.

6. Rights of the Public and the State of Indiana, in and to that part of the captioned premises taken or used for road purposes. (State Road No. 2 on the South side of the captioned premises).

- f. We have made a search for contiguous real estate within a one-mile radius from the certified-captioned real estate of this certificate as shown on Schedule "A" hereof, and found none.

- g. Tax statements are being mailed to the following address:

Terry K. Hickman and Sina L. Hickman  
3405 LaPorte Avenue  
Valparaiso, Indiana 46383



P-315090(30) Continued:

ACQUISITION OF TITLE:

Warranty Deed dated November 6, 1956 and recorded December 4, 1956 in Deed Record 166, page 214, as Document No. 12979, made by Earl Thomas Miller and Dolores Marie Miller, husband and wife, to Carroll H. Masterson and Sina L. Masterson, husband and wife.

Quit-Claim Deed dated May 23, 1966, and recorded July 11, 1966, in Deed Record 215, page 595, as Document No. 30833, made by Carroll H. Masterson, divorced, and not remarried, to Sina Masterson, divorced, and not remarried.

Quit-Claim Deed dated October 15, 1968 and recorded October 17, 1968 in Deed Record 231, page 194, as Document No. 9565, made by Sina L. Masterson Hickman, to William W. Andersen, Jr.

Quit-Claim Deed dated October 15, 1968 and recorded October 17, 1968 in Deed Record 231, page 195, as Document No. 9566, made by William W. Andersen, Jr. to Terry K. Hickman and Sina L. Hickman, husband and wife.