

WARRANTY DEED

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

This Indenture Witnesseth, That

Sina L. Hickman

C Adult

1982 APR 26 AM 11 58 REMARRIED

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 Porter County in the State of Indiana, to wit:

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

ha Shereunto set herhand and seal, this

GRANTOR

17th day of February 1982

Sina L. Hickman

C Adult Widow

Not Remarried

DULY ENTERED FOR TAXATION

APR 26 1982

Cynthia M. Loring

AUDITOR, PORTER COUNTY

This Instrument Prepared by

John W. Brossart

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:
Before me, the undersigned, a Notary Public in and for said County and State, this 17th
day of FEBRUARY, A. D. 1982, 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 1-28-86 _____ 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 _____ } ss:
County of _____ }

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

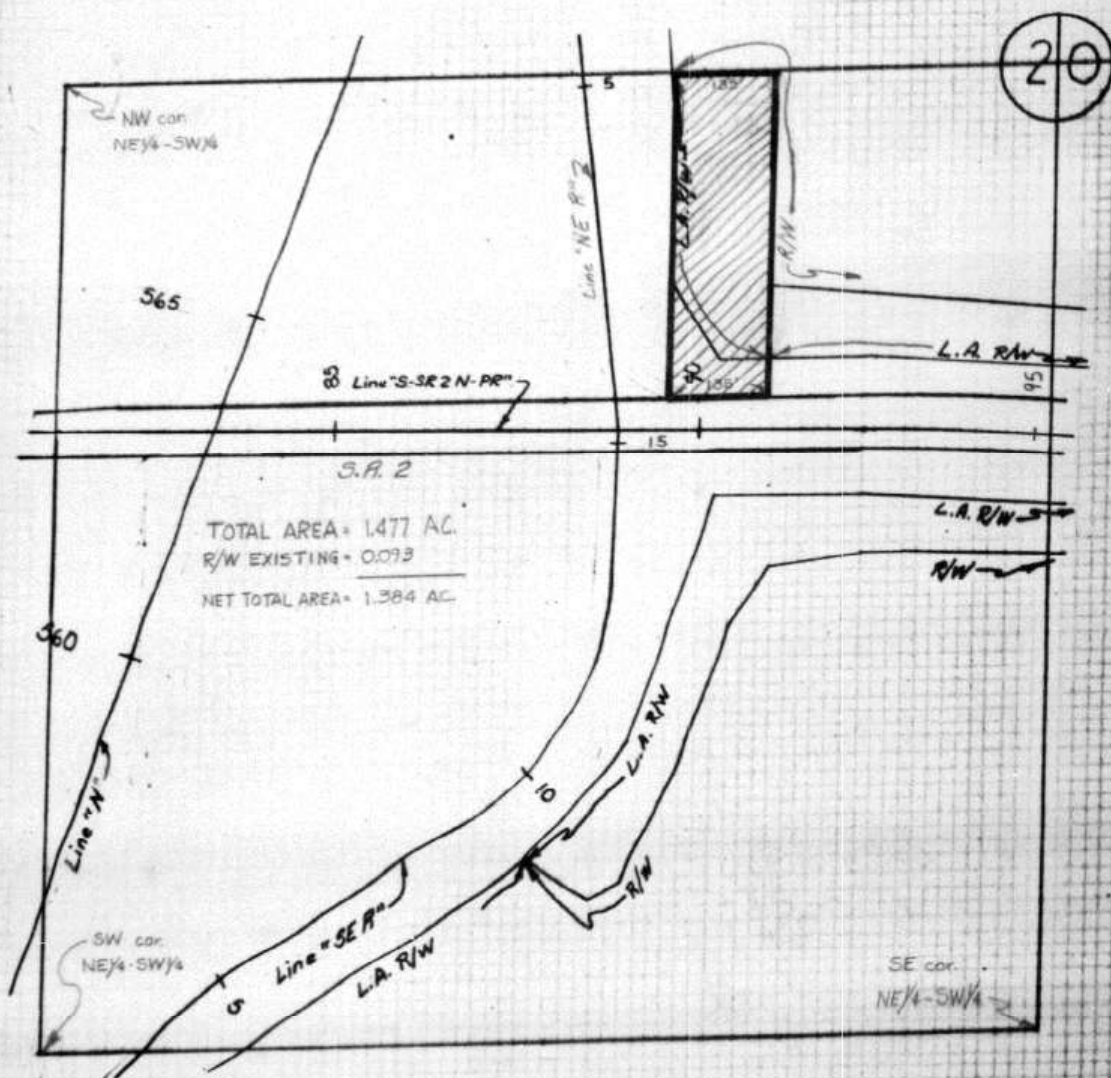
PARCEL NO. 56
PROJECT NO. ST-089-1(A)
ROAD NO. S.R. 49
COUNTY : PORTER
SECTION : 20
TOWNSHIP : 35 N.
RANGE : 5 W.

OWNER: HICKMAN, S/WA 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. *DPerrigo*

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:

- the rights of parties in possession
- matters that might be disclosed by an accurate survey
- statutory liens for labor or materials unless filed of record
- 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.

- 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

- Taxes for 1980 payable in 1981.

- 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)

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

- Roads and highways, streets and alleys.

- 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).

- 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.

- 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.

BOOK 358 PAGE 544

WARRANTY DEED

Project ST-089-1(A)
Code 1752
Parcel 57

66775

This Indenture Witnesseth, That FLOYD TIGHT AND DOLORES
TIGHT (Adults, Husband and Wife)ST. OF IN.
PORTER COUNTY
FILED
'84 SEP 14 P2:22LOIS L. KIRKMAN
RECORDERof PORTER County, in the State of INDIANA Convey and Warrant to
the STATE OF INDIANA for and in consideration of SEVENTY FIVE THOUSAND FIVE
HUNDRED (\$75,500.00) Dollars,the receipt whereof is hereby acknowledged, the following described Real Estate in Porter
County in the State of Indiana, to wit:

A part of the East Half of the East Half of the Southwest Quarter of Section 20, Township 35 North, Range 5 West, Porter County, Indiana, described as follows: Commencing at the northeast corner of said quarter section; thence North 89 degrees 29 minutes 00 seconds West 304.52 feet along the north line of said quarter section to the northeast corner of the owners' land; thence South 0 degrees 02 minutes 40 seconds East 293.76 feet along the east line of the owners' land to the point of beginning of this description; thence continuing South 0 degrees 02 minutes 40 seconds East 151.74 feet along said east line to the north boundary of S.R. 2; thence North 89 degrees 47 minutes 15 seconds West 136.50 feet along the boundary of said S.R. 2 to the west line of the owners' land; thence North 0 degrees 02 minutes 40 seconds West 161.95 feet along said west line; thence South 85 degrees 30 minutes 48 seconds East 136.93 feet to the point of beginning and containing 0.491 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as Relocated S.R. 49 and S.R. 2 and as Project ST-089-1(A)), to and from the owners' abutting lands, along the line described as follows: Beginning at the south end of the North 89.56 feet of the 151.74-foot course described above; thence North 89 degrees 53 minutes 15 seconds West 136.50 feet and terminating at the south end of the North 100.00 feet of the 161.95-foot course described above; HOWEVER, the owners and their successors in title shall have access rights to a local service road where the owners' remaining land abuts upon the lines described as follows: the 136.93-foot course described above. Also, beginning at the western end of the 136.93-foot course described; thence North 0 degrees 02 minutes 40 seconds West 284.28 feet along said west line and terminating at the northwest corner of the owners' land. The above-described access control line restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

DULY ENTERED FOR TAXATION

SEP 14 1984

Auditor's Office
AUDITOR PORTER COUNTYPaid by Warrant No. 6546617Dated 8-22- 1984

Page 1

This Instrument Prepared by

John W. Brossart

Project ST-089-1(A)
Code 1752
Parcel 57

Land and improvements \$73,950.00 Damages \$1,550.00 Total consideration \$75,500.00

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 GRANTORS
have hereunto set their hands and seal, this 6th day of JUNE 1984
(Seal) (Seal)
Floyd Tight (Seal) (Seal)
FLOYD TIGHT (Adult Husband) (Seal) (Seal)
Dolores Tight (Seal) (Seal)
DOLORES TIGHT (Adult Wife) (Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)

STATE OF INDIANA, Porter County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this 6th
day of JUNE, A. D. 1984, personally appeared the within named FLOYD
TIGHT AND DOLORES TIGHT (Adults Husband and Wife)
Grantor(s) in the above conveyance, and acknowl-
edged the same to be their 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 JANUARY 7, 1988 KEVAN S. McCLURE (Notary Public)
KEVAN S. McCLURE
INDIANA CO.

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. _____ Notary Public
My Commission expires _____

County, ss: _____
STATE OF INDIANA, _____
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

County, ss: _____
STATE OF INDIANA, _____
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

County, ss: _____
STATE OF INDIANA, _____
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

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)

State of _____ } ss:
County of _____ }

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

66-775

WARRANTY DEED

FROM
INDEXED

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

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

Code No. 1752 Abstract By CTIC #P-315090(31)
 Project No. ST-089-1(A) Road No. 49 Parcel No. 57

Record Owner FLOYD TIGHT and DOLORES TIGHT
 Date From April 28, 1980 To June 26, 1984

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>"</u>
Miscellaneous Record	<u>"</u>
Old Age Assistance Record	<u>"</u>
Tax Lien Record	<u>"</u>
Judgment Record	<u>"</u>
Les Pendens Record	<u>"</u>
Defendants Index	<u>"</u>
Tax Duplicate	<u>Current paid, none delinquent</u>

Changes since date of last abstract are as follows:

Signed James W. Price
 James W. Price
 Date June 26, 1984

CHICAGO TITLE INSURANCE COMPANY

GUARANTY OF TITLE

S. R. Highway No. 49 PROJ. ST-089-1(A) COUNTY PorterNames on Plans Floyd and Dolores Tight

CTIC #P-315090(31)

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.

--FLOYD TIGHT and DOLORES TIGHT, 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

Lorn D. Rosman
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 East 136.5 feet of the West 271.5 feet of the East 6 acres of that part of the East half 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.

CTIC # P-315090(31)

The Record Owner or Owners disclosed above acquired title by Warranty Deed dated March 12, 1955, and recorded March 12, 1955 in Deed Record 157, page 369, as Document No. 78301, made by Horace Edwin Bond and Margaret Maxine Bond, husband and wife, to Floyd Tight and Dolores Tight, husband and wife.

SCHEDULE "B"

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

- the rights of parties in possession
- matters that might be disclosed by an accurate survey
- statutory liens for labor or materials unless filed of record
- 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.

- Taxes for 1979 payable in 1980.

NOTE: Taxes for 1978 payable in 1979 were paid in the amount of \$399.70. (Washington Township - Duplicate No. 72900).

NOTE FOR INFORMATION:

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

Land: \$1,050.00 Improvements: \$6,050.00 Exemption: None

- Taxes for 1980 payable in 1981.

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

- Roads and highways, streets and alleys.

- 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).

- 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.

- Tax statements are being mailed to the following address:

Floyd Tight and Dolores Tight
3409 LaPorte
Valparaiso, Indiana 46383

66770

N.C. MB

WARRANTY DEED

BOOK 358 PAGE 539

Project ST-089-1(A)
Code 1752
Parcel 58

This Indenture Witnesseth, That

PETER G. HORTON AND KAREN
M. HORTON (Adults, HUSBAND AND WIFE)

'84 SEP 14 P2:20

LOIS L. HORTON
RECORDERof PORTER County, in the State of INDIANA Convey and Warrant to
the STATE OF INDIANA for and in consideration of THIRTY TWO THOUSAND AND 7/100
(\$32,000.00) Dollars,the receipt whereof is hereby acknowledged, the following described Real Estate in Porter
County in the State of Indiana, to wit:

A part of the East Half of the East Half of the Southwest Quarter of Section 20, Township 35 North, Range 5 West, Porter County, Indiana, described as follows: Beginning on the east line of said quarter section South 0 degrees 01 minute 45 seconds East 314.90 feet from the northeast corner of said quarter section; thence continuing South 0 degrees 01 minute 45 seconds East 130.87 feet along said east line to the north boundary of S.R. 2; thence along the boundary of said S.R. 2 Westerly 85.60 feet along an arc to the left and having a radius of 1,939.86 feet and subtended by a long chord having a bearing of North 88 degrees 31 minutes 24 seconds West and a length of 85.60 feet; thence North 89 degrees 47 minutes 15 seconds West 218.82 feet along said boundary to the west line of the owners' land; thence North 0 degrees 02 minutes 40 seconds West 151.74 feet along said west line; thence South 85 degrees 30 minutes 48 seconds East 305.38 feet to the point of beginning and containing 0.982 acres, more or less

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as Relocated S.R. 49 and S.R. 2 and as Project ST-089-1(A)), to and from the owners' abutting lands, along the line described as follows: Beginning at the south end of the North 78.67 feet of the 130.87-foot course described above; thence Westerly 296.39 feet along an arc to the left and having a radius of 3,537.75 feet and subtended by a long chord having a bearing of North 87 degrees 29 minutes 15 seconds West and a length of 296.30 feet; thence North 89 degrees 53 minutes 15 seconds West 8.39 feet and terminating at the south end of the North 89.56 feet of the 151.74-foot course described above; HOWEVER, the owners and their successors in title shall have access rights to a local service road where the owners' remaining land abuts upon the 305.38-foot course described above. The above-described access control line restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

DULY ENTERED FOR TAXATION

JUL 17 1984
7522

SEP 14 1984

Paid by Warrant No. 6546620Dated 8-22-1984

Auditor Porter County

Page 1

This Instrument Prepared

John W. Bressart

P.C.H. 6-489

J.M.H.
K.M. 6-489

6-2-81 13



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, _____ 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

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 _____ } ss: R. _____ PAGE _____; INST. # _____
County of _____ }

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

66770

WARRANTY DEED

INDEXED
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

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

Code No. 1752 Abstract By CTIC #P-315090(32)Project No. ST-089-1(A) Road No. 49 Parcel No. 58Record Owner PETER G. HORTON and KAREN M. HORTONDate From April 28, 1980 To June 26, 1984

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>
Defendents Index	<u>"</u>
Tax Duplicate	<u>Current paid, none delinquent</u>

Changes since date of last abstract are as follows:

Mtg. Record 301, page 241, paid and released in Record 419, page 579.

Signed

James W. Price
 James W. Price
 June 26, 1984

Date

CHICAGO TITLE INSURANCE COMPANY

GUARANTY OF TITLE

S. R. Highway No. 49 PROJ. ST-089-1(A) COUNTY Porter

Names on Plans Peter G. and Karen M. Horton

CTIC #P-315090(32)

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.

--PETER G. HORTON and KAREN M. HORTON, 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 1980

Loren D. Rosenow

Authorized Signatory

Wash 35800 \$107.94 1/2 5-10-84
MORTGAGE R301, P241 RELEASED 9-24-81 R419, P579

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 East 6 acres of that portion of the East half of the East half of the Southwest Quarter of Section 20, Township 35 North, Range 5 West of the Second Principal Meridian in Porter County, Indiana, lying North of the LaPorte Road, known also as State Road No. 2, EXCEPT the West 271.5 feet thereof.

CTIC # P-315090(32)

The Record Owner or Owners disclosed above acquired title by Warranty Deed dated June 29, 1974, and recorded July 23, 1974 in Deed Record 272, page 560, as Document No. 34265, made by Ida Ethel Weddle, to Peter G. Horton and Karen M. Horton, husband and wife.

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 \$130.04.
(Washington Township - Duplicate No. 25800).

NOTE FOR INFORMATION:

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

Land: \$1,200.00 Improvements: \$2,110.00 Exemption: \$1,000.00

2. Taxes for 1980 payable in 1981.

3. Mortgage dated July 11, 1974 and recorded July 15, 1974 in Mortgage Record 301, page 241, as Document No. 33946, made by Peter G. Horton and Karen M. Horton, husband and wife, to First National Bank, Valparaiso, Indiana, to secure one note for \$20,500.00, payable as therein provided, and the covenants, conditions and agreements therein contained. (Mortgages the 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:
Peter G. Horton and Karen M. Horton
522 N. State Road 2
Valparaiso, Indiana 46383



Paid by Warrant No. 5080132- **WARRANTY DEED**Project ST-089-1(A) ✓
Code 1752
Parcel 59

Dated 4-22-1982

This Indenture Witnesseth, That Lester Hoffman and Olive Fern Hoffman S Adults, Husband and wifeof Porter County, in the State of Indiana Convey and Warrant to
the STATE OF INDIANA for and in consideration of Fifty Five Thousand Five Hundred and No/100 --- \$ 55,500.00 Dollars,
the receipt whereof is hereby acknowledged, the following described Real Estate in Porter
County in the State of Indiana, to wit:

A part of the Southeast Quarter of Section 20, Township 35 North, Range 5 West, Porter County, Indiana, described as follows: Beginning on the west line of said quarter section South 0 degrees 01 minute 45 seconds East 314.90 feet from the northwest corner of said quarter section; thence South 85 degrees 30 minutes 48 seconds East 179.65 feet to the east line of the owners' land; thence South 0 degrees 01 minute 45 seconds East 133.55 feet along said east line to the northern boundary of S.R. 2; thence North 82 degrees 45 minutes 15 seconds West 27.41 feet along the boundary of said S.R. 2; thence along said boundary Northwesterly 152.52 feet along an arc to the left and having a radius of 1,939.86 feet and subtended by a long chord having a bearing of North 85 degrees 00 minutes 24 seconds West and a length of 152.48 feet to the west line of said quarter section; thence North 0 degrees 01 minute 45 seconds West 130.87 feet to the point of beginning and containing 0.538 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as S.R. 2 and as Project ST-089-1(A)), to and from the owners' abutting lands, along the line described as follows: Beginning at the south end of the North 78.67 feet of the 130.87-foot course described above; thence Southeasterly 5.89 feet along an arc to the right and having a radius of 3,537.75 feet and subtended by a long chord having a bearing of South 85 degrees 02 minutes 23 seconds East and a length of 5.89 feet; thence South 84 degrees 59 minutes 31 seconds East 56.64 feet to the terminus; HOWEVER, the owners and their successors in title shall have access rights to a local service road where the owners' remaining land abuts upon the 179.65-foot course described above. The above-described access control line restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

Land and improvements \$ 55,500.00 Damages \$ - 0 - Total consideration \$ 55,500.00

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

GRANTORS

have hereunto set their hand and seal, this 3rd day of MARCH 1982x Lester Hoffman
Lester Hoffman

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MAR 10 1982
7:24
6-2-81 kr

County of Porter
AUDITOR, PORTER COUNTY

This instrument Prepared by

John W. Bross

RECORDER

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:
Before me, the undersigned, a Notary Public in and for said County and State, this 3rd
day of March, A. D. 1982, personally appeared the within named

Lester Hoffman and Olive Fern Hoffman
C Adults, Husband and Wife, Grantor, in the above conveyance, and acknowl-
edged the same to be, their 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 3-28-86 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)

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 10 1982

WARRANTY DEED

FROM

INDEXED

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. 59
PROJECT NO. ST-089-1(A)
ROAD NO. S.R. 49
COUNTY : PORTER
SECTION : 20
TOWNSHIP : 35N.
RANGE : 5W.

OWNER: HOFFMAN, LESTER ET UX.
DEED RECORD 163, PAGE 590, DATED 7-24-56

DRAWN BY: R.E. Kelley 12-4-80
CHECKED BY: G.L. Smith 2-23-81

 HATCHED AREA IS THE APPROXIMATE TAKING

SCALE: 1" = 200'

