

INDOT

Acquisition
Document

9DSE9

Scan Key	5269220
LA Code	5269
Parcel No.	220
Owner	Russell J. Shank & Cynthia S. Shank

KS-co
SD

1012514

RECORDED AS PRESENTED ON

05/11/2010 03:52:16PM

PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$0.00
PAGES: 7

Form WD-1
8/98

WARRANTY DEED

Transfer 3204
Taxing Centre
Date 5-11-10

Project: 0710750
Code: 5269
Parcel: 220
Page: 1 of 2

THIS INDENTURE WITNESSETH, That Russell J. Shank and Cynthia S. Shank, husband and wife

the Grantor(s), of St. Joseph County, State of Indiana Convey(s) and
Warrant(s) to the **STATE OF INDIANA**, the Grantee, for and in consideration of the sum of Two hundred twenty-
nine thousand seven hundred thirty-five and 00/100 Dollars
(\$ 229,735.00) (of which said sum \$ 229,735.00 represents land and
improvements acquired and \$ 0.00 represents damages) and other valuable consideration, the
receipt of which is hereby acknowledged, certain Real Estate situated in the County of St. Joseph, State of
Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted
upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by
reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed
in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the
abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use,
conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any
right of way, roadway or roadway appurtenances established thereupon. This acknowledgment and agreement is a covenant
running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

As an inducement for the State to close this real estate transaction, the grantor(s) assume(s) and agree(s) to pay the
2009 payable 2010 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive
the said closing and shall be enforceable by the State in the event of any non-payment.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in
this document, unless required by law, _____ Attorney.

Interests in land acquired by the Indiana
Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C. 8-23-7-31

This Instrument Prepared By _____

see pg 3
Attorney at Law

DULY ENTERED FOR TAXATION
PETER H. MULLEN
ST. JOSEPH CO. INDIANA

KEE 3-24-10

Project: 0710750
Code: 5269
Parcel: 220
Page: 2 of 2

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this 9th day of March, 2010.

Russell J. Shank
Signature

(Seal)

Signature

(Seal)

Russell J. Shank, husband
Printed Name

Printed Name

Cynthia S. Shank
Signature

(Seal)

Signature

(Seal)

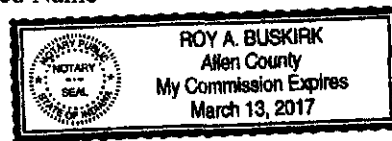
Cynthia S. Shank, wife
Printed Name

Printed Name

STATE OF INDIANA:

COUNTY OF ST. JOSEPH:

SS:



Before me, a Notary Public in and for said State and County, personally appeared Russell J. Shank and Cynthia S. Shank, husband and wife

_____, the Grantor(s)
in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their
voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 9th day of March, 2010.

Roy A. Buskirk
Signature
ROY A. BUSKIRK

Printed Name

My Commission expires MARCH 13, 2017

I am a resident of ALLEN County.

5209-220

This instrument prepared by and I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Kristen E. Edmundson

Kristen E. Edmundson

Deputy Attorney General

Attorney No. 25558-49

Office of the Attorney General

302 W. Washington St., 5th Floor

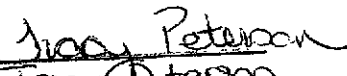
Indianapolis, IN 46204-2770

This instrument was prepared and approved as to form
by the undersigned Deputy Attorney General who,
under penalties of perjury, affirms that he has redacted,
to the extent permitted by law, each Social Security
number in this document.


RICHARD C. MELFI
DEPUTY ATTORNEY GENERAL

Richard C. Melfi, Attorney No. 23425-29
Deputy Attorney General
State of Indiana
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204

"I affirm, under the penalties for perjury, that I
have taken reasonable care to redact each
Social Security number in this document, unless
required by law."

Signature: 
Printed Name: Tracy Peterson

Grantee Tax Mailing Address
INDOT
100 N. Senate Avenue, Room N642
Indianapolis, IN 46204

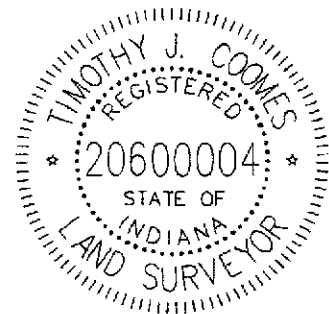
EXHIBIT "A"

Project: 0710755
Code: ~~4651~~ 5269
Form: WD-1
Key No.: 001-1002-004105
Parcel: 220 Fee

A parcel of land being a part of the South Half of the Southwest Quarter of Section 2, Township 36 North, Range 2 East, Centre Township, St, Joseph County, Indiana and being more particularly described as follows:

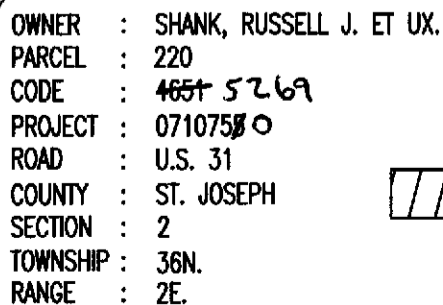
Beginning at a point on the South line of said Section 2 that is 2033.31 feet North 90°-00'-00" East (Bearing Assumed) from the Southwest corner of said Southwest Quarter; thence North 1°-00'-00" West, a distance of 1329.09 feet to the North line of said South Half of the Southwest Quarter; thence North 89°-49'-50" East, along said North line, a distance of 396.58 feet; thence South 0°-59'-35" East, along the West line of Weller Heights Subdivision a distance of 1330.26 feet to the South line of said Section 2; thence South 90°-00'-00" West along said South line, a distance of 396.45 feet to the place of beginning.

This description was prepared for the Indiana Department of Transportation by
Timothy J. Coomes, Indiana Registered Land Surveyor, License Number 20600004, on the
16th day of SEPTEMBER, 2008.



Prepared for The Indiana Department of Transportation
by United Consulting (Job No. 07-431-88)

SCALE: 1" = 200'



DRAWN BY: K.I. CARR 9-11-08
CHECKED BY: T.J. COOMES 9-12-08
DES: 07107570

INSTRUMENT NO. 8713160, DATED 5-1-87

Dimensions shown are from the above listed Record Documents.

PARCEL COORDINATE CHART

Point	Line	Station	Offset	NORTH	EAST
0537*	N/A	----	----	----	----
0538*	N/A	----	----	----	----
0541*	N/A	----	----	----	----
0908*	N/A	----	----	----	----
0911*	N/A	----	----	----	----
21202	"B"	962+00.00	200.00' RT.	92833.9391	60689.9157
21204	"B"	957+10.31	223.82' RT.	92421.3345	60842.5121
22002	"B"	967+00.00	150.00' RT.	93287.0171	60610.7707
22003	"B"	970+00.00	135.00' RT.	93566.0938	60630.9529
22004	"B"	976+60.20	165.00' RT.	94128.4116	60870.5571

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST
COORDINATES AND BEARINGS & DISTANCES.

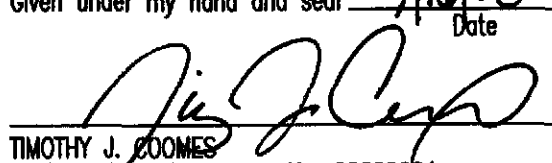
* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

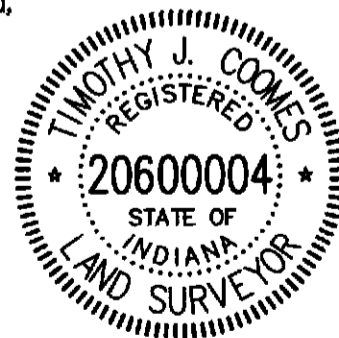
SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument No. 0654538 in the Office of the Recorder of St. Joseph County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

Given under my hand and seal

9/16/08
Date


TIMOTHY J. COOMES
Registered Land Surveyor No. 20600004
State of Indiana



OWNER : SHANK, RUSSELL J. ET UX.
PARCEL : 220
CODE : ~~465~~ 5269
PROJECT : 07107580
ROAD : U.S. 31
COUNTY : ST. JOSEPH
SECTION : 2
TOWNSHIP : 36N.
RANGE : 2E.

DRAWN BY: K.I. CARR 9-11-08
CHECKED BY: T.J. COOMES 9-12-08
DES: 07107580



1
MAIL Indot

1014377

RECORDED AS PRESENTED ON

06/01/2010 03:50:42PM

PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$12.00
PAGES: 1

INDIANA 5269-220 ASSIGNMENT OF MORTGAGE

Farm Credit Services of Mid-America, ACA, 1601 UPS Drive, Louisville, Kentucky 40223, organized and existing under an Act of Congress known as the Farm Credit Act of 1971, as amended,

DOES HEREBY CERTIFY that it is the true and lawful holder of a certain Mortgage dated **June 7, 1988**, executed by **Russell J. Shank and Cynthia S. Shank, husband and wife** and having been filed for record on **June 7, 1988** in the Recorder's Office of **St Joseph County, Indiana**, as **Book Number 8910778**, Page N/A.

NOW, THEREFORE, for a valuable consideration paid, the receipt of which is hereby acknowledged, FARM CREDIT SERVICES OF MID-AMERICA, ACA hereby transfers and assigns any and all of its right, title and interest in and to said Mortgage to FARM CREDIT SERVICES OF MID-AMERICA, FLCA, 1601 UPS Drive, Louisville, Kentucky 40223.

IN WITNESS WHEREOF, FARM CREDIT SERVICES OF MID-AMERICA, ACA has caused this Assignment to be duly executed **April 23, 2010**.

FARM CREDIT SERVICES OF MID-AMERICA, ACA

By: Rachael Fletcher
Rachael Fletcher
Customer Service Representative

STATE OF INDIANA)
COUNTY OF ST JOSEPH) SS:



I, Cindy Barnes, a Notary Public in and for the State and County aforesaid, do certify that on April 23, 2010, before me appeared Rachael Fletcher to me personally known, and who, being by me duly sworn, did say that she is a Customer Service Representative of Farm Credit Services of Mid-America, ACA, a corporation, and acknowledged said instrument to be her free act and deed as such employee and the free and corporate act and deed of Farm Credit Services of Mid-America, ACA.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal in the State and County aforesaid on the date last above written.

Notary's County of Residence:
LaPorte

Cindy Barnes
Cindy Barnes

My commission expires: June 17, 2017

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Rachael Fletcher

This instrument was prepared by Nancy J. Sparrow, Attorney, Farm Credit Services of Mid-America, ACA, P.O. Box 34390 Louisville, Kentucky 40232-4390.

1014378

RECORDED AS PRESENTED ON

06/01/2010 03:50:43PM

PHILLIP G. DOTSON
ST. JOSEPH COUNTY
RECORDERREC FEE: \$16.00
PAGES: 1

FULL RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That, for a good and valuable consideration, the receipt of which is hereby acknowledged, the real estate mortgage dated the 7th day of June, 1988, made and executed by **Russell J. Shank and Cynthia S. Shank, husband and wife** to the Federal Land Bank of Louisville, (hereinafter "FLB")(said FLB having merged with the Federal Intermediate Credit Bank of Louisville to form the Farm Credit Bank of Louisville, hereinafter "FCB", effective July 6, 1988, under the authority of Section 410 of the Agricultural Credit Act of 1987, and said FCB having subsequently assigned said mortgage to Farm Credit Services of Mid-America, ACA, (hereinafter "FCS"), by assignment dated May 1, 1989, and of record in Assignment Book 8910778, in the Recorder's Office of St Joseph County, IN), and said FCS having subsequently assigned said mortgage to Farm Credit Services of Mid-America, FLCA by assignment dated April 23, 2010 and of record in Assignment Book 1014377 in the Recorder's Office of St Joseph County, IN, which mortgage is recorded in Mortgage Book 8814721 in the Recorder's Office of St Joseph County, Indiana, is hereby released. Farm Credit Services of Mid-America, FLCA, is the owner and holder of the mortgage described herein and of the debt secured thereby.

IN WITNESS WHEREOF, Farm Credit Services of Mid-America, FLCA, a corporation, has caused these presents to be duly signed by its Customer Service Representative, thereunto duly authorized by its bylaws and by resolution of its Board of Directors, this 23rd day of April, 2010.

FARM CREDIT SERVICES OF MID-AMERICA, FLCA

By: Rachael Fletcher
Rachael Fletcher

Customer Service Representative



STATE OF INDIANA)
) SS:
COUNTY OF ST JOSEPH)

Before me, Cindy Barnes this 23rd day of April, 2010, personally appeared Farm Credit Services of Mid-America, FLCA, by Rachael Fletcher, its Customer Service Representative, and acknowledged execution of the foregoing instrument.

My Commission expires: June 17, 2017.

Cindy Barnes
Cindy Barnes
NOTARY PUBLIC

County of Residence: LaPorte

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Rachael Fletcher.

The form of this instrument was prepared by Farm Credit Services of Mid-America, FLCA, by Nancy J. Sparrow, its Attorney, and completed by Rachael Fletcher, employee.

**INDIANA STATE POLICE EMERGENCY RESPONSE TRAINING
HOLD HARMLESS AGREEMENT**

WHEREAS, this agreement is entered into this 10 day of MAY, 2011, between the Indiana Department of Transportation ("INDOT"), LaPorte District and the Indiana State Police Emergency Response Section; and

WHEREAS, the State of Indiana, through INDOT, owns and manages the following property (ies) 20555 ROOSEVELT RD SOUTH BEND IN

Hereinafter the "Property"; and

WHEREAS, (in order to construct Project NO. IR-30136, which will encompass the Property,) INDOT intends to demolish the following structures on the Property:

20555 ROOSEVELT RD SOUTH BEND IN; and

WHEREAS, the Indiana State Police Emergency Response Section, through Sergeant Cory Culler, has requested permission to use these frame buildings to train ISP Emergency Response personnel as follows:

TACTICAL TRAINING

Hereinafter the "Training"; and

NOW THEREFORE, INDOT hereby grants permission for the Indiana State Police, Emergency Response Section, to enter upon the Property and use the above-noted dwellings for Training provided the following conditions are met:

1. The Indiana State Police, Emergency Response Section has secured needed permits from state and/or local officials, and
2. The Indiana State Police, Emergency Response Section shall hold the State of Indiana. INDOT. INDOT LaPorte District, their officers, employees and agents harmless and at no time shall the State of Indiana, INDOT, INDOT LaPorte District, their officers, employees and agents be liable for any damages or injury to person or property that are during the time of or the result of the Training engaged in by the Indiana State Police, Emergency Response Section personnel.
3. During the training exercises, no persons other than Indiana State Police, Emergency Response Section personnel and their invited guests shall be allowed in the property noted above.
4. The Indiana State Police, Emergency Response Section will conduct its training on the 23 RD of MAY, 2011.

Signed: R Cory Culler
Print

Dated: 5-10-11

R COREY CULLER, Sergeant
Indiana State Police Emergency Response Section

Signed: Michael McGuire
Print

Dated: _____

INDOT, LaPorte District Office

INDIANA STATE POLICE EMERGENCY RESPONSE TRAINING HOLD HARMLESS AGREEMENT

WHEREAS, this agreement is entered into this 5TH day of JAN, 2011, between the Indiana Department of Transportation ("INDOT"), LaPorte District and the Indiana State Police Emergency Response Section; and

WHEREAS, the State of Indiana, through INDOT, owns and manages the following property (ies):
20535 ROOSEVELT RD SOUTH BEND
5801 US 31 SOUTH BEND
 Hereinafter the "Property"; and

WHEREAS, (in order to construct Project No. IR - 30136, which will encompass the Property,) INDOT intends to demolish the following structures on the Property:
All buildings
 _____; and

WHEREAS, the Indiana State Police, Emergency response Section, through Sergeant Cory Cutler, has requested permission to use these frame buildings to train ISP Emergency Response personnel as follows:
Search and Rescue Exercises / HOSTAGE RESCUE TRAINING

Hereinafter the "Training"; and

NOW THEREFORE, INDOT hereby grants permission for the Indiana State Police, Emergency response Section, to enter upon the Property and use the above-noted dwellings for Training provided the following conditions are met:

1. The Indiana State Police, Emergency Response Section has secured needed permits from state and/or local officials, and
2. The Indiana State Police, Emergency Response Section shall hold the State of Indiana, INDOT, INDOT LaPorte District Office, their officers, employees and agents harmless and at no time shall the State of Indiana, INDOT, INDOT LaPorte District Office, their officers, employees and agents be liable for any damages or injury to person or property that are during the time of or the result of the Training engaged in by the Indiana State Police, Emergency Response Section personnel.
3. During the training exercises, no persons other than Indiana State Police, Emergency response Section personnel and their invited guests shall be allowed on the property noted above.
4. The Indiana State Police, Emergency Response Section will conduct its Training on JAN 24, 2011.

Signed: [Signature] 1-5-11 Date
[Signature] Sergeant
Indiana State Police Emergency Response Section

Signed: Michael McGuire 1/04/2011 Date
[Signature] McGuire
INDOT, LaPorte District Office

Cc: Steve Catron
 District file