

93028806

State Form 41907  
Form I, C., -120-BP  
Purchase Grant  
Regular Long-A  
Revised 7-81

**INDIANA DEPARTMENT OF HIGHWAYS**  
STATE OFFICE BUILDING  
INDIANAPOLIS, INDIANA 46209  
RIGHT OF WAY GRANT

Project: MAM-N814(001)  
Code: 2691  
Parcel: 3

PLANS DATED: 7-15-91 ROAD: U. S. 12 SHEET: 1 OF 13 SHEETS

TEMPORARY RIGHT OF WAY FOR BUILDING REMOVAL: \_\_\_\_\_, ±, GRANTED

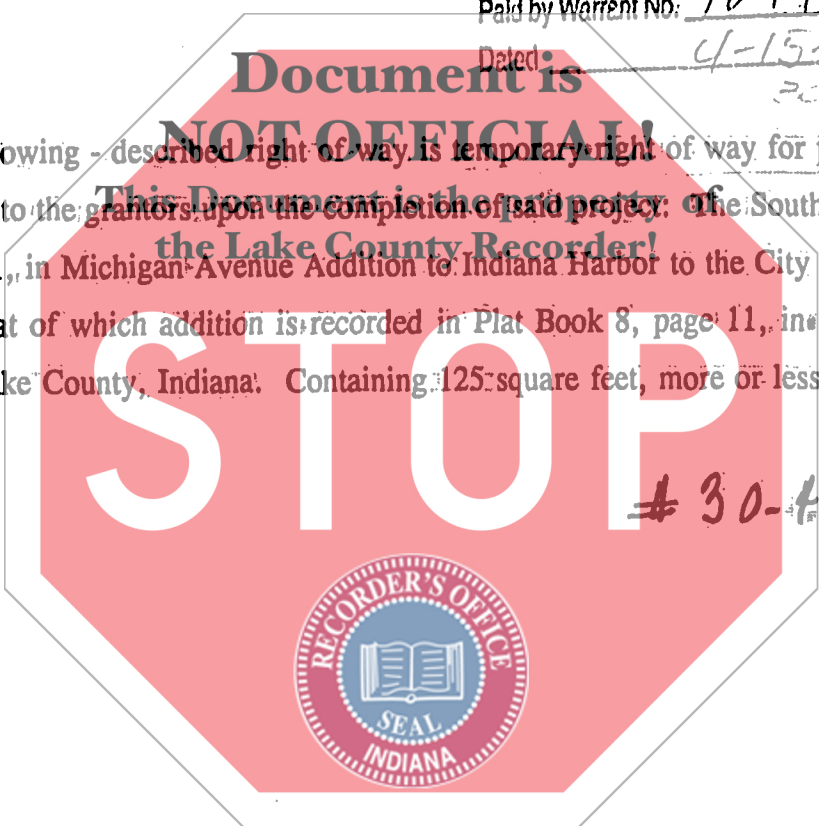
OTHER TEMPORARY RIGHT OF WAY: 125 sq. ft., ±, GRANTED

PROVISIONAL RIGHT OF WAY: \_\_\_\_\_, ±, GRANTED

This indenture witnesseth that the undersigned, as grantors and sole owners to land in Lake County, Indiana, more definitely described below, through, over and upon which will pass a public highway and any incidental improvements related to said public highway, as proposed by the State of Indiana, 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 offices of the Indiana Department of Highways. The description from said plans of said right of way hereby granted is as follows:

Paid by Warrant No: 12749036  
Dated: 4-15-93  
30-163-23

The following - described right of way is temporary right of way for pipe construction and will revert to the grantors upon the completion of said project. The South 5.00 feet of Lot 23, in Block 11, in Michigan Avenue Addition to Indiana Harbor to the City of East Chicago, Indiana, the plat of which addition is recorded in Plat Book 8, page 11, in the Office of the Recorder of Lake County, Indiana. Containing 125 square feet, more or less.



STATE OF INDIANA/S.S.H.O.  
LAKE COUNTY  
FILED FOR RECORDING  
MAY 6 9 08 AM '93  
SARAH E. ENLICH  
RECORDER

**FILED**

APR 30 1993

*Anna N. Antone*  
AUDITOR LAKE COUNTY

initial WKS

Interests in land acquired  
for State Highway by  
Indiana Department of Highways  
100 North Senate Avenue  
Indianapolis, IN 46204-2249

1657  
C  
E

PARCEL NO. 31 PROJECT NO. MAM-N814(001), SHEET 21 of 2 SHEETS.

It is hereby agreed as part of the total consideration as shown below that possession of the buildings and the land constituting the homesite on the real estate above described will be surrendered within N/A days from the date first payment is received, and \$ None will be held in Escrow until said possession is given. Possession of the balance of the real estate will be given upon receipt of the first payment in the amount indicated herein.

The above and foregoing grant is made in consideration of payment of the sum of One hundred fifty and No/100 Dollars (\$ 150.00), which sum shall be paid or held in escrow as specified to the order of

The Estate of Russell Johnson  
Walter R. Johnson, Administrator  
207 Taft Place  
Gary, IN 46404

(Give address of Payee)

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 Indiana Department of Highways 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 unless otherwise specified for Highway purposes and shall be binding until specifically vested by resolution of the Indiana Department of Highways.

NOTICE: This Document is the Property of the Lake County Recorder!

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 Indiana Department of Highways to pay them the amount herein stipulated.

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.

Mortgage: None  
This grant is to be and become effective binding from and after its approval by the Indiana Department of Highways.  
Land and improvements: None; Damages: \$150.00; Total consideration: \$150.00

The Estate of Russell Johnson  
By: Walter R. Johnson (Grantor)  
As Administrator (Grantor)  
WALTER R. JOHNSON (Grantor)



Dated: 1/8, 1993

This instrument prepared Paul G. Roland, Attorney 129 E. Market Street/1100 Indpls., IN 46204

AMOUNT APPROVED BY

THE ABOVE GRANT IS HEREBY ACCEPTED: STATE OF INDIANA

DESCRIPTION & FORM OK'D BY

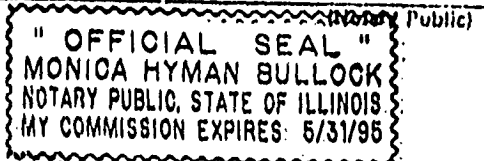
PAID BY WARRANT NO. DATED, 19

BY: J. By - nicp Title  
Indiana Department of Highways  
DATE: March 10, 1993

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 \_\_\_\_\_



ILLINOIS  
State of ~~Indiana~~, County of Lake Cook ss:

Personally appeared before me The Estate of Russell Johnson By WALTER R. JOHNSON and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 8<sup>th</sup> day of January, 1993.  
Witness my hand and official seal.

My Commission expires 11/2/93  
COUNTY OF RESIDENCE IS DU PAGE

*Monica Hyman Bullock*  
MONICA HYMAN BULLOCK (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 \_\_\_\_\_

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)

\_\_\_\_\_(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)