

BID PACKET

# 11 WOODED ACRES NEW ALBANY LAND

## ONLINE AUCTION

**WILDWOOD LANE  
NEW ALBANY, IN 47150**

ONLINE BIDDING ENDS

**WEDNESDAY, MAY 13 @ 2PM**

BID ONLINE AT [HARRITTGROUP.COM](http://HARRITTGROUP.COM)

**HARRITT  
GROUP INC.**  
AUCTIONS SINCE 1985



# HARRITT GROUP INC.

**REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS**  
**10.97 ACRES WILDWOOD LANE, NEW ALBANY, IN 47150**  
**Bidding Ends Wednesday, May 13, 2026**

**This property is offered under specific terms and conditions per the printed auction bid packet and is included and adapted in a legally binding purchase agreement. If you have not read and reviewed the auction bid packet or do not completely accept the terms and conditions - do not bid.**

## **BIDDING ONLINE**

Proper and complete registration is required. All bidders must provide name, address, phone number, email address, and credit card information to register. A credit card will be validated before bidding access is granted, but is not a recognized form of payment of the deposit or purchase price. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

While online bidding is very popular, not everyone is entirely comfortable with the process. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance placing a bid online or prefer to submit a bid in person, please call our office for assistance @ 812-944-0217.

## **BUYER'S PREMIUM**

A 10% buyer's premium will be added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate. *(Example: Hammer Bid Price \$100,000 plus 10% Buyer's Premium equals Contract Purchase Price of \$110,000)*

## **MANNER OF PAYMENT**

A 10% non-refundable down payment of the Contract Purchase Price in the form of cash, check, or wired funds in USD are due within 24 hours following the auction with the signing of a legally binding purchase agreement. *(Example: Hammer Bid Price \$100,000 + 10% Buyer's Premium \$10,000 = Contract Purchase Price \$110,000 with a 10% Down Payment of \$11,000)*. Arrangements will be made to meet with the successful bidder to execute the documents or the documents can be emailed to the successful bidder and returned by email, DocuSign or fax to the Harritt Group within 24 hours of the auction.

## **CLOSING**

All auctions are a cash sale and the balance of the purchase price will be due in 40 calendar days, **on or before Monday, June 22, 2026**. If the buyer chooses to obtain financing for the balance of the purchase price, completion of this transaction is *not* based upon the condition of successfully obtaining financing nor is it subject to a satisfactory appraisal, survey, or inspections of any kind. All closing costs and wiring fees are the buyer's expenses.

**INSPECTION**

Property is being sold "As Is" with no contingencies and no warranties expressed or implied. All inspections are welcomed *prior to auction* at the buyer's expense. The buyer relies upon the condition of the property based upon their own examination and has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property. *Square footage measurements are estimated. Buyers can make their own precise measurements, if needed.*

**FLOOD DESIGNATION**

Buyer may not terminate the agreement if the property requires flood insurance or that is subject to building or use limitations by reason of the location, which materially interferes with the buyer's intended use of the property. The buyer shall pay for and be responsible for flood certification if needed. *FEMA records and New Albany Floyd County Surveyor's office indicate that the property is not in a flood zone.*

**EVIDENCE OF TITLE**

Seller will provide a merchantable title via a deed. The cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions, or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations. Attached are copies of the electric and sewer easements.

**SURVEY**

Property is being sold *without* a survey. All land measurements are per courthouse records. Road frontage approximate from Elevate.

**REAL ESTATE TAXES AND ASSESSMENTS**

All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the closing date. *The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills.* The buyer may apply for current-year exemptions/credits at or after closing if applicable.

**POSSESSION**

Seller will give possession of Real Estate at closing.

**AUCTION END TIME**

Harritt Group Online Auctions are timed events and all bidding will close at a specified time. Harritt Group Online Auctions also have an auto-extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: If an auction scheduled to close at 6 PM receives a bid at 5:59 PM, and the extended bidding time for that auction is 10 minutes, the close time will automatically extend to 6:09 PM. The auto-extend feature remains active until no further bids are received within the specified time frame.

**MAXIMUM BID**

Internet bidders who desire to make certain their bids are acknowledged should use the maximum bidding feature and place their maximum bid in ample time before the close of the auction. However, in the event two identical maximum bids for the same amount are placed, it is the first one received which will be given preference and will indicate the bidder is "Winning". The online bidder, therefore, is responsible for monitoring their bid to the close of the auction. Harritt Group will bear no liability/responsibility in case of a bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

**MALFUNCTION AND LOSS OF SERVICE**

The results of the auction may be rendered void if a malfunction or temporary loss of service occurs. In such an event, Harritt Group reserves the right to remedy the situation in whichever way best represents the seller, including the cancellation of existing bids. Harritt Group shall not be held liable in any way for any malfunctions or loss of service. The bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Harritt Group or anyone else if the internet service fails to work correctly during the close of the auction. Harritt Group will not be responsible for any missed bids from any source.

**SOLD WITH SELLER'S RESERVE**

Final bid price is subject to the seller's confirmation. When the bidding has met the reserve, a notification will be posted and the auction will become absolute and sell to the highest bidder.

**BROKER PARTICIPATION**

A commission will be paid to any properly licensed Broker who registers prior to the auction a successful buyer according to the appropriate Broker Participation Agreement and requirements.

**PRE-AUCTION SALES**

No pre-auction offers. All bidding to be submitted online during the period of *Wednesday, April 22 through Wednesday, May 13, 2026*.

**AGENCY**

The Harritt Group is acting exclusively as agents for the seller.

**SELLER**

David P. Stickels Estate  
Theresa A. Weber  
Deborah J. Weber  
Jacqueline W. Sullivan

## Client Detail

### 10.97 Acres Wildwood Lane, New Albany, IN 47150

Listing #: 202607836

**\$0**

Active (04/28/26)



Prop Type:	<b>Vacant Land</b>	Lot Sz:	<b>478,027.44</b>
County:	<b>Floyd</b>	Lot Sz Src:	<b>Assessor</b>
Subdiv:	<b>No</b>	DOM:	<b>0</b>
Township:	<b>New Albany</b>	Lot Dim:	
Acres:	<b>10.9740</b>	Irreg. Dim:	<b>Yes</b>
Zoning:		Annual Tax:	<b>407</b>
Outbuildings:		Tax Year:	<b>2025/2026</b>
Mobile/Modular:		Land Assess:	<b>\$19,300</b>
Wooded YN:	<b>Yes</b>	Improvements:	<b>\$0</b>
Exempt:		Total Assess:	<b>\$19,300</b>
Road Type:	<b>Paved</b>	Timber Acreage:	
Road Frontage:	<b>1800 ±</b>	Pasture Acreage:	
HOA:		Possible Financing:	<b>Other</b>
Financing Comment:	<b>See Auction Terms</b>		

Parcel#: 0088371006

Lot Description: **Corner Lot, Creek, Wooded Lot**

Legal: **PRT. NW 1/4 PRT. NE 1/2 NW 1/4 33-2-6 10.9747A.**

Directions: **State Street to Capt. Frank Road. West 0.6 miles and turn right to stay on Capt. Frank Road 0.4 mile to right on Wildwood Lane. Property on the corner of Capt. Frank Road & Wildwood Lane.**

#### Remarks

**11 WOODED ACRES | NEW ALBANY LAND ONLINE AUCTION - BIDDING ENDS WEDNESDAY, MAY 13 @ 2PM.** Discover a rare opportunity to own nearly 11 wooded acres with creek, tucked within a private, established neighborhood in the heart of New Albany. This online auction features 10.97 ± acres of vacant unplatted land offering exceptional road frontage, natural beauty, and access to city amenities - gas, electric, water & sewer. Just 1 mile west of State Street, and minutes from medical, shopping, dining and everyday conveniences. Acreage per courthouse records. Approximately 1,277± feet of frontage on Wildwood Lane and 547 ± feet on Capt. Frank Road per Elevate. Adjacent to Captains Court & facing Oak Wood Hills neighborhoods. No restrictions or covenants. NAFC Schools. BUYERS PREMIUM 10% Buyer's Premium added to hammer bid price to determine final purchase price. REAL ESTATE TERMS A non-refundable down payment, 10% of the Purchase Price (Final Bid + Buyer's Premium), in the form of cash, check, or wired funds in USD are due within 24 hours following auction, balance due in 40 days. Buyer to receive clear title. Taxes prorated to day of closing. Selling as is without contingencies, all inspections welcomed prior to auction. If you choose to obtain financing, not subject to approval or appraisal. All closing costs are the buyer's expense. Possession at closing. Broker participation welcomed - client registration required prior to auction end date. See full details in the Auction Bid Packet.

#### Utilities

Natural Gas:  
Water Type: **Public Available**  
Sewer Type: **Sewer Available**

Natural Water: **Creek**  
Electricity:

#### General Information

Possession: **At Closing**  
Restrictions: **No**  
Flood: **No**

Seller Will Lease:  
Sign: **Yes**  
Terms:

All information deemed reliable but not guaranteed.



22-05-03-300-221.000-008

Stickels, David P 1/2 & Weber, T

WILDWOOD LN

502, Vacant - Unplatted (10 to 19.99 Acr

Captains Court Area / 1/2

General Information

Parcel Number 22-05-03-300-221.000-008
Local Parcel Number 0088371006

Tax ID:

Routing Number 05-03-320-016

Property Class 502 Vacant - Unplatted (10 to 19.99 Acr

Year: 2025

Location Information

County Floyd

Township NEW ALBANY TOWNSHIP

District 008 (Local 008 ) NEW ALBANY CITY

School Corp 2400 NEW ALBANY-FLOYD COUNTY C

Neighborhood 5033202-008 Captains Court Area

Section/Plat 33

Location Address (1) WILDWOOD LN NEW ALBANY, IN 47150

Zoning

Subdivision

Lot

Market Model 5033202-008 - Residential

Characteristics

Topography Low, Rolling Flood Hazard

Public Utilities Water, Electricity ERA

Streets or Roads Paved TIF

Neighborhood Life Cycle Stage Static

Printed Tuesday, July 15, 2025 Review Group 2025

Ownership

Stickels, David P 1/2 & Weber, Theresa 921 Wildwood Ln NEW ALBANY, IN 47150

Legal

PRT. NW 1/4 PRT. NE 1/2 NW 1/4 33-2-6 10.9747A.



Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, W/I. Rows include dates 02/27/2023, 06/07/1996, 01/01/1900.

Notes

7/18/2017 18Q4: NO CHANGE.

Valuation Records (Work In Progress values are not certified values and are subject to change)

Table with columns: 2025, 2024, 2023, 2022, 2021. Rows include Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total.

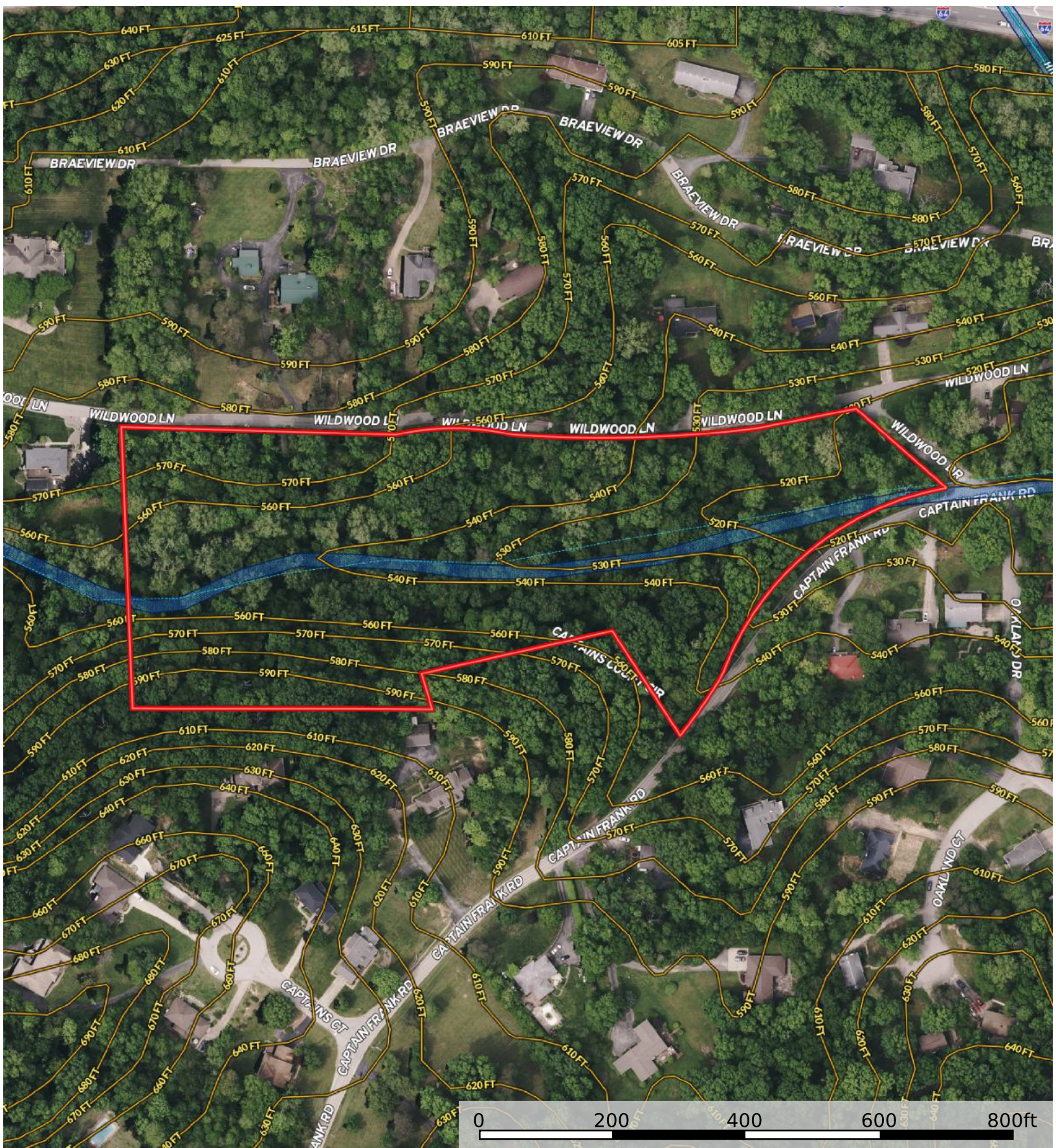
Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 0' X 0', CI 0' X 0')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front., Size, Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value.

Land Computations

Table with columns: Computation Name, Value. Rows include Calculated Acreage (10.97), Actual Frontage (0), Developer Discount, Parcel Acreage (10.97), 81 Legal Drain NV (0.00), 82 Public Roads NV (0.00), 83 UT Towers NV (0.00), 9 Homesite (0.00), 91/92 Acres (10.97), Total Acres Farmland (0.00), Farmland Value (\$0), Measured Acreage (0.00), Avg Farmland Value/Acre (0.0), Value of Farmland (\$0), Classified Total (\$0), Farm / Classified Value (\$0), Homesite(s) Value (\$0), 91/92 Value (\$19,300), Supp. Page Land Value, CAP 1 Value (\$0), CAP 2 Value (\$19,300), CAP 3 Value (\$0), Total Value (\$19,300).



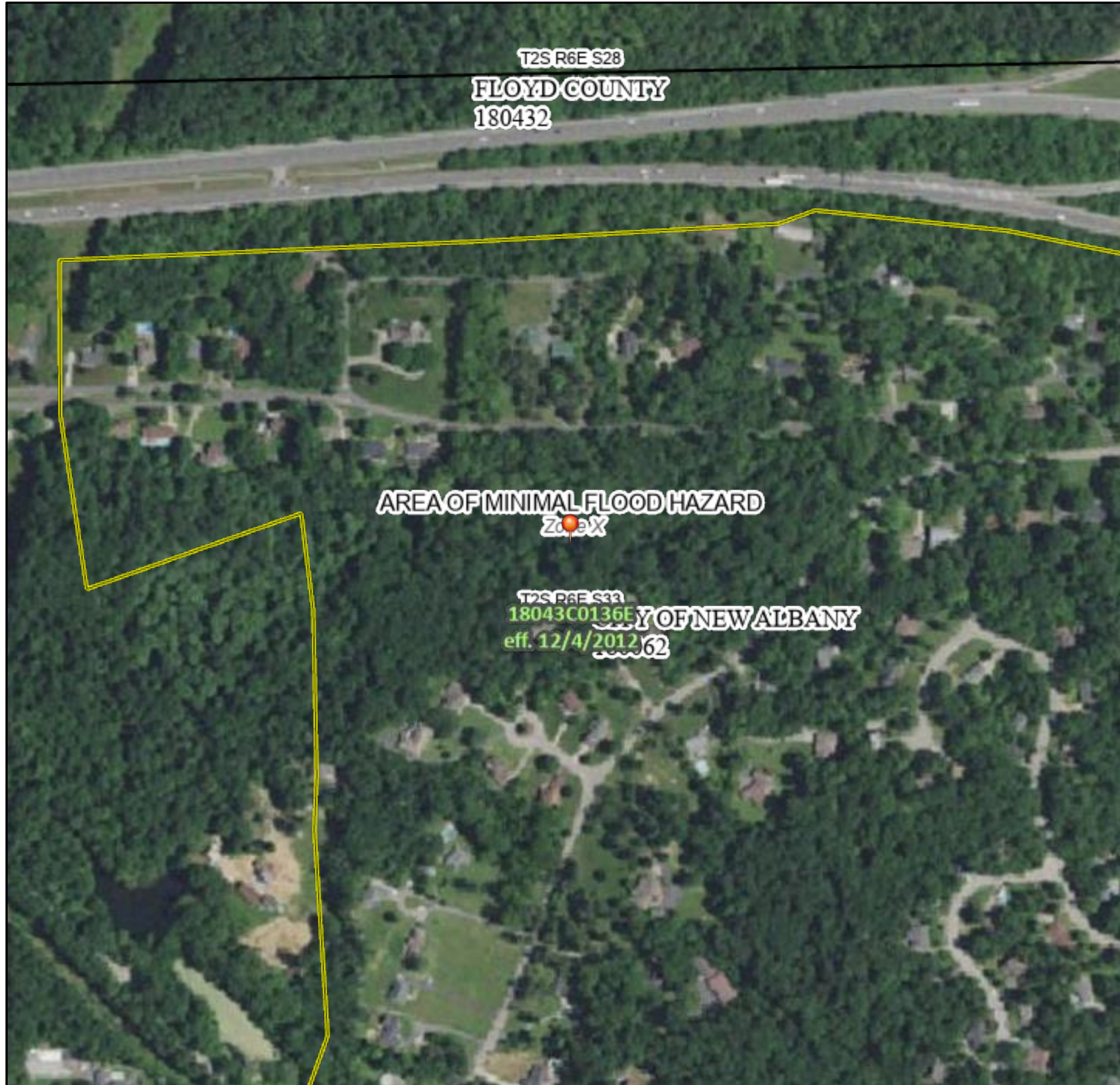


- Boundary
- Wetlands
- Riparian
- Stream, Intermittent
- River/Creek
- Water Body

# National Flood Hazard Layer FIRMMette



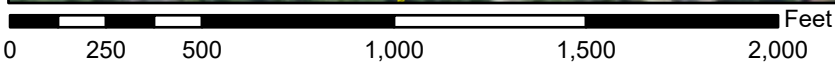
85°51'46"W 38°18'10"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance 17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



1:6,000

85°51'9"W 38°17'42"N

Basemap Imagery Source: USGS National Map 2023

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/22/2026 at 7:01 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

318 President and Secretary, respectively, for and on behalf of said corporation, acknowledged the execution of the foregoing deed and the affixing thereto of the corporate seal of said corporation.

Witness my hand and official seal.

Filed and Recorded... 2:25 o'clock P. M. Jan 20 1955 Deed 143 Page 317  
MADISON M. SCOTT, Recorder

*Mary Anne Popp*  
MARY ANNE POPP NOTARY PUBLIC

My commission expires:



Parcel No. 836-25 & 26

836 LINE OUT OF NEW ALBANY  
ALBANY GENERATING STATION

500  
FLOYD County  
NEW ALBANY Township

ELECTRIC TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, JOHNETT N. REISZ and HURA P. REISZ,  
husband and wife

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to said Grantor, hereby grant unto Public Service Company of Indiana, Inc., an Indiana corporation, and its successors and assigns, Grantee, the perpetual right, privilege, easement and authority to enter upon the real estate hereinafter described and, now or in the future, there to construct, erect, maintain, operate, inspect, patrol, repair, replace, extend, renew and/or remove one ( 1 ) line of metal towers supporting one or more electric transmission lines and one ( 1 ) line of wood poles or wood-pole structures supporting one or more electric transmission lines, together with the anchors, guys, wires, conductors, cables, insulators, appurtenances, and other appliances, fixtures and apparatus attached thereto, for the supply, transmission, distribution and/or delivery of electrical energy to the public in general, for light, heat, power, telephone and/or other purposes; said real estate being situated in Sections 33 & 28 Township 2 South, Range 6 East of the Second Principal Meridian,

in the County of Floyd, State of Indiana, and being described as follows, to-wit: A strip of land one hundred fifty (150) feet in width, lying fifty (50) feet wide on the left side and one hundred (100) feet wide on the right side of a certain line which has been surveyed and laid out and is now marked by stakes placed by Engineers of the Grantee named herein, and which said marked line runs in a generally northeasterly direction across a part of a tract of land owned by the Grantors and extends from a point on the south line of said land (which point has been established, is located as shown on Grantee's drawing number L-17104, and is marked with an iron pin bearing the symbol 836,) for a distance of approximately thirty-three hundred ninety three (3393) feet to the point of terminus of said one hundred fifty (150) foot strip of land which is similarly marked; and also,

A strip of land one hundred fifty (150) feet in width, lying seventy-five (75) feet wide on both sides of a certain line which has been surveyed and laid out and is now marked by stakes placed by Engineers of the Grantee named herein, and which said marked line runs in a generally northwesterly direction across a part of said tract of land owned by the Grantors and extends from the point of the terminus of the above described one hundred fifty (150) foot strip of land for a distance of approximately nine hundred thirty-nine (939) feet to a point on the north line of said land which has, likewise, been established and is shown on said drawing and is similarly marked with such an iron pin; and also,

DELIVERED Jan 25 1955  
TO Public Service Company  
Plainfield, Ind.  
MADISON M. SCOTT, RECORDER FLOYD CO.

See trace  
Dra. 19 # 454



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# Grant of Perpetual Easement

2588

THIS INDENTURE made this 5 day of June

1968, by and between Durward B. Phelps and Kathryn M. Phelps, husband and wife,

of the County of Floyd, State of Indiana, hereinafter called "Grantors;" and the City of New Albany, Indiana, hereinafter called "Grantee".

### WITNESSETH:

That for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor, for himself, herself, itself, themselves, his, her, their, administrator, successors and assigns, does hereby grant, bargain, sell, convey and warrant unto the grantee, its successors and assigns, forever, a perpetual right-of-way and easement, to enter upon, dig, lay, erect, construct, install, reconstruct, renew, and to operate, maintain, patrol, replace, repair and continue a sewer line, including but not limited thereto, main, sub-main, local, lateral, outfall, force, and interceptor sewer, as a part of the grantee City's system and works for the collection, carriage, treatment and disposal of the waste, sewage, garbage, storm water, and refuse of said City, as shall be hereafter located and constructed into, under, upon, over and across the following described real estate and premises owned by the grantors and situate in the County of Floyd, State of Indiana, to wit:

**PARCEL DESCRIPTION:** A part of the east one-half of the northwest quarter of Section No. 33, Township two South, Range 6 East, situated in New Albany Township, Floyd County, Indiana.

**SANITARY SEWER EASEMENTS:** Being four 20 foot permanent sanitary sewer easements, 1510 feet more or less in length, and being a part of the lands of Durward B. and Kathryn M. Phelps, recorded in Deed Record 183, page 570 of the Floyd County Indiana Records, and more fully described as follows:

**No. 1.** Commencing at the southwest corner of the east one-half of the northwest quarter of Section No. 33, Township 2 South, Range 6 East; thence along the west line of said east one-half of said northwest quarter and along the west line of the Grantors' land North 0° 14' 34" West (measured from true meridian) 1569.48 feet to a cross cut on the surface of solid sandstone at the south east corner of Lot No. One of the Hill Brook Estates Unrecorded Subdivision; thence continuing North 0° 14' 34" West along the west line of said east one-half of said northwest quarter and along the east line of said Lot No. One, a distance of 11.25 feet to the true place of beginning of the centerline of said 20 foot permanent easement to be described: Thence South 62° 54' East 224.40 feet to a point designated as point "A"; thence North 86° 21' East 470.0 feet to a point designated as point "B", thence North 78° 34' East 401.16 feet to a point designated as point "C"; thence North 72° 37' East 146 feet more or less to a point on the southerly right of way line of Wildwood Lane, a public Highway, 40 feet in width and the end of the centerline of said 20 foot easement.

Also two temporary construction easements 20 feet in width, one lying northerly of and one lying southerly of and contiguous to the hereinabove described 20 foot permanent easement.

**No. 2.** Beginning at the point designated as point "A" in the description of Easement No. One hereinbefore described; thence

DELIVERED TO [Signature] 6/17 1968  
RECORDED FLOYD CO.  
[Signature]

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North  $14^{\circ} 34'$  East 172 feet more or less to a point on the south line of said Wildwood Lane, a public Highway and the end of the centerline of said permanent Easement No. 2.

No. 3. Beginning at the point designated as point "B" in the description of Easement No. One, hereinbefore described; thence North  $5^{\circ} 57'$  West 128 feet more or less to a point on the south line of said Wildwood Lane, a public Highway, and the end of the centerline of said permanent easement No. 3.

No. 4. Beginning at the point designated as point "C" in the description of Easement No. One hereinbefore described; thence North  $9^{\circ} 28'$  West 30 feet more or less to a point on the south line of said Wildwood Lane, a public Highway, and the end of the centerline of said permanent easement No. 4.

Also, six temporary construction easements 20 feet in width, one lying east of and one lying west of and contiguous to each of the hereinbefore described permanent easements described as Easements No. 2, No. 3 and No. 4.

Also a 20 foot permanent sanitary easement 391 feet more or less in length across the easterly side of Lot No. 6, Plat No. 756 of the Floyd County, Indiana Records, said Lot No. 6 having been conveyed to the Grantors herein by a deed recorded in Deed Record 148, page 502 of said records, the centerline of said permanent easement being described as follows: Commencing at an iron pipe at the southeasterly corner of Lot No. 6 of Plat No. 756; thence South  $85^{\circ} 59'$  West along the south line of said Lot No. 6, a distance of 28.58 feet to a point, the true place of beginning of the centerline of said 20 foot permanent easement to be herein described: Thence North  $9^{\circ} 28'$  West 173.65 feet to a point; thence North  $3^{\circ} 14'$  West 177.53 feet to a point, thence North  $23^{\circ} 10'$  West 39.83 feet more or less to a point on the southerly line of Brae View Drive, a public road, and the end of the centerline of said permanent easement.

Also, two temporary construction easements 20 feet in width, one lying west of and one lying east of and contiguous to the hereinabove described 20 foot permanent easement running through said Lot No. 6, Plat No. 756.

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The Grantee, its successors and assigns shall have the right to enter along, over and upon said perpetual easement to repair, re-locate, service and maintain such sewers, at will, and to make alterations and improvements in the facilities thereof as may be necessary or useful, to remove from the extent of the right-of-way any encroaching trees, buildings or other obstructions to the free and unobstructed use of such easement, and to build and maintain all necessary intakes, catch basins, and other devices incident to such sewers, and shall have the right of ingress and egress only over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easement. The Grantee shall have the right to the use of the temporary easement only during the time required for construction of the facilities.

Grantee covenants that, in the installation, maintenance or operation of the sewer and appurtenances, it will restore the area disturbed by its work to as near the original condition as is practicable.

Grantors here covenant for themselves, their grantees, successors and assigns that they will not erect or maintain any building or other structure or obstruction on or over said sewer and appurtenances under said tract of land in which perpetual right-of-way and easement is hereby granted, except by express permission from the grantee, in writing, and in accordance with the terms thereof, and which permission when in writing and recorded shall run with the real estate.

Grantors hereby covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof and have a good right to grant and convey the foregoing easements therein; that they guarantee the quiet possession thereof; that said real estate is free from any and all encumbrances except the following:

1. Current Taxes.
2. \_\_\_\_\_
3. \_\_\_\_\_  
(Give mortgage record, page and mortgagee)

In Witness Whereof, the Grantors have hereunto set their respective hands and seals the day and year first above written.

Durward B. Phelps (SEAL)  
(Durward B. Phelps)

Kathryn M. Phelps (SEAL)  
(Kathryn M. Phelps)

State of Indiana }  
County of Floyd } SS

On this 5 day of June, 1969, before the undersigned, a Notary Public in and for said County and State personally appeared the Grantors herein, Durward B. Phelps and Kathryn M. Phelps, husband and wife, who acknowledged the execution of the above and foregoing conveyance to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Robert F. Lee  
( Robert F. Lee )  
Notary Public, Floyd County, Indiana

My Commission Expires

March 29, 1973.

This Instrument Prepared By  
ROBERT R. KELSO  
ATTORNEY-at-LAW  
409-13 American Bank Building  
New Albany, Indiana

Filed and Recorded 11:05 o'clock A M June 6 1969 Record 192 Page 542

Carac Gregory Floyd County Recorder