

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

12#2

KNOW ALL MEN BY THESE PRESENTS, that Alice McGinnis, a single person
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water
District No. 2, Greenwood County, Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove

a water line and appurtenances
over and across the following land owned by Grantor in Greenwood County, State of Kansas

The Southwest Quarter (SW $\frac{1}{4}$) of Section 5, Township 26 South,
Range 9 East of the 6th P. M.

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 20' in width, the center line thereof to be located across said land as follows:

The center line shall follow the location of the water line as laid.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners
of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 9 day of August
19 84.

Alice McGinnis
Alice McGinnis

STATE OF KANSAS
COUNTY OF Greenwood SS:

BE IT REMEMBERED, that on this 9 day of August, 19 84, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Alice McGinnis, a single person
who is personally known to me to be the same person _____ who executed the within instrument of writing and
such person _____ duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Harold Henderson
Notary Public
HAROLD HENDERSON

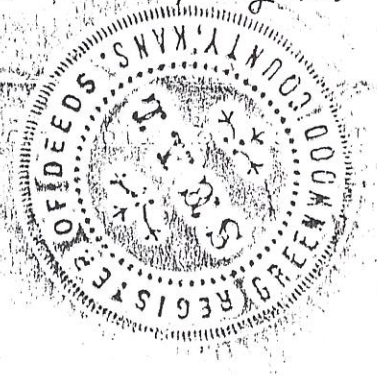
My commission expires: Feb 3, 1985

ORIGINAL COMPARED
WITH RECORD

STATE OF KANSAS FEE \$5.00
GREENWOOD CO. SS

This instrument was filed on this 24
day of September 1984 at 11:30
o'clock A.M. and duly entered in book
56 of Misc. page 59

Donna Gray Register
By Martha E. Rimsay Deputy



KANSAS SPECIAL WARRANTY DEED

THIS INDENTURE, made this 17th day of February, 1936 between NEW YORK LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New York with its principal office at No. 51 Madison Avenue, New York City, New York, of the first part, and Andrew J. Tatman, Jr., of Madison, Kansas, of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of THREE THOUSAND FIFTY DOLLARS (\$3,050.00), receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second, his heirs and assigns, all the following described real estate situated in the County of Greenwood, State of Kansas, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Four (4),
Township Twenty-two (22) South, Range Thirteen
(13), East 6th P. M.

Being the same premises conveyed to NEW YORK LIFE INSURANCE COMPANY by Frank W. Stegge, Sheriff of Greenwood County, Kansas, by Sheriff's Deed dated October 29th, 1934 and recorded in the office of the Register of Deeds of Greenwood County, Kansas, in book 101, page 585 on October 29th, 1934.

Subject to any state of facts which an accurate survey would show; subject to general taxes, drainage and special assessments for the year 1936 and all subsequent years which the party of the second part assumes and agrees to pay; subject to rental agreement with H. F. Horton expiring February 28th, 1936 which is hereby reserved to the party of the first part.

TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And the said NEW YORK LIFE INSURANCE COMPANY warrants and forever defends the said premises unto said party of the second part, his heirs and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same by, through or under said party of the first part.

IN WITNESS WHEREOF, NEW YORK LIFE INSURANCE COMPANY has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year first above written.

(CORP SEAL)

J. M. Thorne, Ass't. Secretary

NEW YORK LIFE INSURANCE COMPANY
By Alfred L. Aiken, Vice President

State of New York, County of New York, ss.

Be it remembered that on this 17th day of February, 1936, before me, Daniel J. McCarthy, a Notary Public of the State of New York with certificate filed in the County aforesaid, personally came Alfred L. Aiken and J. M. Thorne who are personally known to me to be the Vice President and Assistant Secretary, respectively, of NEW YORK LIFE INSURANCE COMPANY, a corporation, and the identical persons who executed the foregoing instrument as such officers and such persons duly acknowledged the execution of the same as the act of said corporation.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Daniel J. McCarty, Notary Public
(SEAL)

Daniel J. McCarty, Notary Public
Queens County No. 997, Reg.No. 5476
Certificate filed in New York County
No. 119 Reg.No. 7 Mc63
My Commission expires March 30, 1937

(\$3.50 Revenue)

The instrument of which the foregoing is a true copy was filed for record on the 29th day of February, 1936, at 11:35 o'clock A. M.

Anna Purkable
Register of Deeds.

STATE HIGHWAY COMMISSION OF KANSAS
DEED FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That this deed made this 9th day of January, 1936, between C. N. Roby and Ella H. Roby his wife of Greenwood County, Kansas, parties of the first part, and the State of Kansas, party of the second part:

WITNESSETH, That parties of the first part, in consideration of the sum of Thirty Nine and 60/100 dollars to _____ in hand paid by party of the second part, receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell and convey unto the party of the second part forever all Their right, title and interest in and to the following described real estate lying and situate in the County of Greenwood and State of Kansas, to wit:

A tract of land 100 feet in width lying in the Southeast Quarter of Section 1; Township 26 South; Range 8 East, the center line of which is described as follows: BEGINNING at a point on the East line 1325 feet South of the Northeast corner of said Quarter Section; thence in a Westerly direction to a point on the West line 1233.5 feet South of the Northwest corner of said Quarter Section. The above contains .61 acres, more or less, exclusive of the existing highway. # 3

A tract of land 100 feet in width lying in the South half of Section 6; Township 26 South; Range 9 East, West of the center line of Burnt Creek, the center line of which is described as follows: BEGINNING at a point on the West line 1325 feet South of the Northwest corner of said South half Section; thence in an Easterly direction 578.5 feet; thence on a curve of 778.3 feet radius to the right 572.7 feet; thence on a tangent to said curve 1165.6 feet; thence on a curve of 891.1 feet radius to the left 578.7 feet; thence on a tangent to said curve 186.5 feet to a point on the center line of Burnt Creek 95 feet, more or less, North of the South line of said Section. The above contains .71 acres, more or less, exclusive of the existing highway.

less the right of way of the public road thereon, to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the party of the second part shall use said real estate in the construction, improvement, reconstruction, maintenance and drainage of the state highway system, and should the road for the right of way of which said real estate or any part thereof is acquired by this deed, be vacated, the lands or interest or rights therein acquired by the party of the

Deed Record, No. 101

GEO. D. BARNARD STA. CO. ST. LOUIS

second part for right of way shall revert to parties of the first part, their heirs successors or assigns unless same shall have been disposed of by the party of the second part under the authority of section 1, chapter 246, Laws of 1931.

And the parties of the first part for Their, heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever, except Subject to Loan Federal Land Bank \$7000.00 and that They will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

And said parties of the first part by these presents does convey, release and quitclaim unto said party of the second part and its assigns all Their right, title and interest in that part of the above-described real estate which is the right of way of the public road above referred to.

IN WITNESS WHEREOF, Said parties of the first part has hereunto set Their hand the day and year first above written.

C. N. Roby
Ella H. Roby

State of Kansas, Greenwood County, ss.

On this 9 day of Jan A. D. 1936, before me, a notary public in and for Greenwood County State of Kansas, personally appeared C. N. Roby and Ella H. Roby to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires Mar. 16, 1939 (SEAL) B. R. Smith, Notary Public.

The instrument of which the foregoing is a true copy was filed for record on the 2nd day of March 1936, at 10:15 o'clock A. M.

Anna Purkath
Register of Deeds.

STATE HIGHWAY COMMISSION OF KANSAS
DEED FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That this deed made this 9th day of January, 1936, between M. C. Wilkinson and Lena Wilkinson of Greenwood County, Kansas, parties of the first part, and the State of Kansas, party of the second part:

WITNESSETH, That parties of the first part, in consideration of the sum of None and No/100 dollars to in hand paid by party of the second part, receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell and convey unto the party of the second part forever all Their right title and interest in and to the following described real estate lying and situate in the County of Greenwood and State of Kansas, to wit:

A tract of land lying in part of the Southwest Quarter of Section 5; Township 26 South; Range 9 East described as follows: BEGINNING at the Southwest corner of said Section; thence North 56.8 feet; thence in an Easterly direction 1578 feet to a point 50 feet North of the South line of said Section; thence South 50 feet to the South line of said Section; thence West along said Section line to the place of beginning. The above contains .3 acres, more or less, exclusive of the existing highway. #2

less the right of way of the public road thereon, to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the party of the second part shall use said real estate in the construction, improvement, reconstruction, maintenance and drainage of the state highway system, and should the road for the right of way of which said real estate or any part thereof is acquired by this deed, be vacated, the lands or interest or rights therein acquired by the party of the second part for right of way shall revert to parties of the first part, Their heirs, successors or assigns unless same shall have been disposed of by the party of the second part under the authority of section 1, chapter 246, Laws of 1931.

And the parties of the first part for Their, heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever except and that They will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

And said parties of the first part by these presents does convey, release and quitclaim unto said party of the second part and its assigns all Their right, title and interest in that part of the above-described real estate which is the right of way of the public road above referred to.

IN WITNESS WHEREOF, Said parties of the first part has hereunto set their hand the day and year first above written.

M. C. Wilkinson
Lena Wilkinson

State of Kansas, Greenwood County, ss.

On this 9 day of Jan. A. D. 1936, before me, a notary public in and for Greenwood County State of Kansas, personally appeared M. C. Wilkinson and Lena Wilkinson to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires Mar. 16, 1939 (SEAL) B. R. Smith, Notary Public.

The instrument of which the foregoing is a true copy was filed for record on the 2nd day of March 1936, at 10:20 o'clock A. M.

Anna Purkath
Register of Deeds.

less the right of way of the public road thereon, to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the party of the second part shall use said real estate in the construction, improvement, reconstruction, maintenance and drainage of the state highway system, and should the road for the right of way of which said real estate or any part thereof is acquired by this deed, be vacated, the lands or interest or rights therein acquired by the party of the second part for right of way shall revert to parties of the first part, Their heirs, successors or assigns unless same shall have been disposed of by the party of the second part under the authority of section 1, chapter 246, Laws of 1931.

And the parties of the first part for Their heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever, except NONE and that They will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

And said parties of the first part by these presents does convey, release and quitclaim unto said party of the second part and its assigns all Their right, title and interest in that part of the above-described real estate which is the right of way of the public road above referred to.

IN WITNESS WHEREOF, Said parties of the first part has hereunto set Their hand the day and year first above written.

F. H. Hull

State of Kansas, Greenwood County, ss.

On this 7 day of January A. D. 1936, before me, a notary public in and for Greenwood County State of Kansas, personally appeared F. H. Hull to me known to be the person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as a voluntary act and deed.

My commission expires April 30, 1939 _____ 19 (SEAL)
F. J. McCue, Notary Public.

The instrument of which the foregoing is a true copy was filed for record on the 2nd day of March 1936, at 10:30 o'clock A. M.

Anna Purkable
Register of Deeds.

101-350

STATE HIGHWAY COMMISSION OF KANSAS
DEED FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That this deed made this 7th day of January, 1936, between Parran M. Morgan and Rebecca S. Morgan, his wife of Dallas County, Texas parties of the first part, and the State of Kansas, party of the second part:

WITNESSETH, That parties of the first part, in consideration of the sum of Seventeen and 10/100 dollars to _____ in hand paid by party of the second part, receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell and convey unto the party of the second part forever all Their right, title and interest in and to the following described real estate lying and situate in the County of Greenwood and State of Kansas, to wit:

A tract of land 100 feet in width lying in the Southeast Quarter of Section 6 and the Northeast Quarter of Section 7; Township 26 South; Range 9 East, the center line of which is described as follows: BEGINNING at a point on the East line 6.8 feet North of the Southeast corner of said Section 6; thence in an Easterly direction 1524.1 feet; thence on a curve of 818.5 feet radius to the right 199.8 feet; thence on a tangent to said curve 755.9 feet to a point on the center line of Burnt Creek 95 feet North of the South line of said Section 6. The above contains .57 acres, more or less, exclusive of the existing highway.

#3

less the right of way of the public road thereon, to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the party of the second part shall use said real estate in the construction, improvement, reconstruction, maintenance and drainage of the state highway system, and should the road for the right of way of which said real estate or any part thereof is acquired by this deed be vacated the lands or interest or rights therein acquired by the party of the second part for right of way shall revert to parties of the first part, Their heirs, successors or assigns unless same shall have been disposed of by the party of the second part under the authority of section 1, chapter 246, Laws of 1931.

And the parties of the first part for Their heirs, executors and administrators, do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents _____ lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever, except and that They will forever warrant and defend the same unto the party of the second part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

And said parties of the first part by these presents does convey, release and quitclaim unto said party of the second part and its assigns all Their right, title and interest in that part of the above-described real estate which is the right of way of the public road above referred to.

IN WITNESS WHEREOF, Said parties of the first part has hereunto set Their hand the day and year first above written.

Parran M. Morgan
Rebecca S. Morgan

State of Texas, Dallas County, ss.

On this 20 day of January A. D. 1936, before me, a notary public in and for Dallas County State of Texas, personally appeared Parran M. Morgan and Rebecca S. Morgan, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

My commission expires June 1, 1937 _____ 19 (SEAL) W. B. Shroder, Notary Public.

The instrument of which the foregoing is a true copy was filed for record on the 2nd day of March 1936, at 10:35 o'clock A. M.

Anna Purkable Register of Deeds.

For agreement see Vol 80 page 56.