

Deed Record, No. 94, Madison County, Iowa

Joe Egy & wife	#2643	Filed for record the 11 day of August
To		A. D. 1966 at 3:00 o'clock P.M.
Madison County, Iowa	No Fee	Mary E. Welty, Recorder
	<u>EASEMENT</u>	Shirley G. Henry, Deputy

KNOW ALL MEN BY THESE PRESENTS That Joe Egy and Mary Egy, husband and wife of Madison County, State of Iowa in consideration of the sum of One Hundred Two and 22/100 Dollars in hand paid by Madison County, Iowa, do hereby sell and convey unto the said Madison County, for road purposes and for use as a Public Highway, the following described premises situated in the County of Madison, State of Iowa, to-wit:

Commencing at the SE corner of the NE $\frac{1}{4}$ Section 8 T75N R28W of the 5th P.M.; thence west 1402.0 feet; thence N0° 50'E 1348.0 feet along the centerline of the present highway to the point of beginning; thence west 40.0 feet; thence N0° 50'E 224.0 feet; thence east 7.0 feet; thence N0° 50'E 228.0 feet; thence west 7.0 feet; thence N0° 50'E 844.3 feet; thence east 40.0 feet; thence S0° 50'W 1296.3 feet along the centerline of the present highway to the point of beginning and containing 0.17 acres, more or less, exclusive of the present highway.

Note: the south side of the NE $\frac{1}{4}$ Sec. 8 T75N R28W was assumed to bear due east and west. Also, commencing at a point 1279.0 feet west of the NE corner Sec. 5 T75N R28W of the 5th P.M.; thence S0° 49.6'W 2659.85 feet along the centerline of the present highway; thence S0° 57.6'W 1354.5 feet along the centerline of the present highway to the point of beginning; thence west 40.0 feet; thence S0° 57.6'W 1276.7 feet; thence east 40.0 feet; thence N0° 57.6'E 1276.7 feet along the centerline of the present highway to the point of beginning and containing 0.21 acres, more or less, exclusive of the present highway.

Note: the north side of the NE $\frac{1}{4}$ Sec. 5T75N R28W was assumed to bear due east and west.

and we hereby covenant with the said Madison County that we are lawfully seized of said premises; that they are free from incumbrance that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever and the said Mary Egy hereby relinquishes her right of dower in and to the premises hereinbefore conveyed.

Signed this 3rd day of August, A.D. 1966.

Joe Egy
Joe Egy
Mary Egy
Mary Egy

STATE OF IOWA, MADISON COUNTY, SS.

On this 3rd day of August A.D. 1966, before me Fayola McKee a Notary Public in and for said County, personally appeared Joe Egy and Mary Egy 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.

(NOTARIAL SEAL)

Fayola McKee Notary Public
in and for said County.

EASEMENT PRIORITY AGREEMENT

For valuable consideration, The Federal Land Bank of Omaha declares that the lien of its Mortgage(s) is inferior to the easement for public highway purposes granted to Madison County, Iowa. The portion or portions of the security included in said easement being described as follows:

Commencing at the Southeast corner of the NE $\frac{1}{4}$ of Section 8, Township 75 North, Range 28, West of the Fifth Principal Meridian, thence West 1402.0 feet, thence North 0 degrees 50 minutes East 1348.0 feet along the centerline of the present highway to the point of beginning, thence West 40.0 feet, thence North 0 degrees 50 minutes East 224.0 feet, thence East 7.0 feet, thence North 0 degrees 50 minutes East 228.0 feet, thence West 7.0 feet, thence North 0 degrees 50 minutes East 844.3 feet, thence East 40.0 feet, thence South 0 degrees 50 minutes West 1296.3 feet along the centerline of the present highway to the point of beginning and containing 0.17 acres, more or less, exclusive of the present highway.

Note: The South side of the NE $\frac{1}{4}$ of Section 8, in Township 75 North, Range 28, West of the Fifth Principal Meridian, was assumed to bear due East and West.

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MATT FARROTT & SONS CO., WATERLOO, IOWA 54-3012

Also, commencing at a point 1279.0 feet West of the Northeast corner of Section 5, in Township 75 North, Range 28, West of the Fifth Principal Meridian, thence South 0 degrees 49.6 minutes West 2659.85 feet along the centerline of the present highway, thence South 0 degrees 57.6 minutes West 1354.5 feet along the centerline of the present highway to the point of beginning, thence West 40.0 feet, thence South 0 degrees 57.6 minutes West 1276.7 feet, thence East 40.0 feet, thence North 0 degrees 57.6 minutes East 1276.7 feet along the centerline of the present highway to the point of beginning and containing 0.21 acres, more or less, exclusive of the present highway.

Note: the North side of the NE $\frac{1}{4}$ of Section 5, in Township 75 North, Range 28, West of the Fifth Principal Meridian, was assumed to bear due East and West.

Containing 0.38 acre, more or less, in Madison County, Iowa.

Said mortgage being recorded in Book 111, page 314, of the Mortgage Records of Madison County, State of Iowa;

Said mortgage(s) is (are) to retain its original priority as to all other property described therein not above described as being included in said easement.

In testimony whereof, the Federal Land Bank of Omaha, a corporation, has caused these presents to be executed by its Asst. Vice President and its corporate seal to be affixed hereto August 9, 1966.

(CORPORATE SEAL)

THE FEDERAL LAND BANK OF OMAHA

By Arthur C. Buffington

Arthur C. Buffington, Ass't Vice President

Attest A. K. Jones

A. K. Jones, Asst. Secretary

STATE OF NEBRASKA COUNTY OF DOUGLAS) SS.

On August 9, 1966, before me Kay F. Moore, a Notary Public in and for Douglas County, Nebraska, personally appeared Arthur C. Buffington, to me personally known to be the identical person who executed the foregoing instrument, who being by me duly sworn did say that he is Asst. Vice President of The Federal Land Bank of Omaha; that the seal affixed to said instrument is the corporate seal of The Federal Land Bank of Omaha; that said instrument was signed and sealed in behalf of The Federal Land Bank of Omaha by authority of its Board of Directors, and the said Arthur C. Buffington acknowledged said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

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

NOTARIAL

Kay F. Moore

Kay F. Moore Notary Public

in and for Douglas County, Nebraska

My commission expires July 6, 1972