

The Mutual Benefit Life Ins. #1027 Filed for record the 18 day of March *
Company To Fee \$.70 A.D. 1944 at 11:02 o'clock A.M.
State of Iowa Pearl E. Shetterly, Recorder

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That The Mutual Benefit Life Insurance Company of Essex County, State of New Jersey, in consideration of the sum of Five Hundred Fifty-four and 60/100 DOLLARS in hand paid by Iowa State Highway Commission, do hereby sell and convey unto the STATE OF IOWA, an easement for road purposes and for use as a Public Highway, over and across the following described premises situated in the County of Madison, State of Iowa, to-wit:

Beginning at the N.E. corner of Section 12, Township 77 North, Range 28 West, thence South 2631.0 feet along the East line of the N.E. $\frac{1}{4}$ of said Section 12, thence West 69.6 feet, thence North $5^{\circ}57\frac{1}{2}'$ West 237.5 feet, thence North $9^{\circ}32\frac{1}{2}'$ East 152.1 feet, thence North $0^{\circ}05'$ East 800.0 feet, thence North $38^{\circ}35'$ West 64.0 feet, thence North $3^{\circ}12'$ East 550.8 feet, thence North $6^{\circ}12'$ West 503.0 feet, thence North $9^{\circ}08\frac{1}{2}'$ East 349.2 feet, thence East 75.9 feet to the point of beginning and containing 3.27 acres more or less exclusive of the present established highway.

NOTE: The bearing of the East line of the N.E. $\frac{1}{4}$ of Section 12, Township 77 North, Range 28 West is taken as due South.

Also: Beginning at the W. $\frac{1}{4}$ corner of Section 7, Township 77 North, Range 27 West, thence North 2631.0 feet along the West line of the N.W. $\frac{1}{4}$ of said Section 7, thence East 64.1 feet, thence South $0^{\circ}47\frac{1}{2}'$ East 1316.1 feet, thence South $0^{\circ}57'$ West 1315.2 feet, thence West 60.4 feet to the point of beginning and containing 2.21 acres more or less exclusive of the present established highway.

NOTE: The bearing of the West line of the N.W. $\frac{1}{4}$ of Section 7, Township 77 North, Range 27 West is taken as due North.

1. It is agreed between the parties that the grantor herein may continue in the possession and use of the right of way acquired herein until such time as grantee desires to utilize the same; and grantor agrees to move his fence from the right of way acquired within 15 days of receipt of verbal notice from the Engineer so to do and without expense to the grantee and further specifically waives the 60 days notice otherwise required by statute. and we hereby covenant with the said STATE OF IOWA that we are lawfully seized of said premises; that they are free from incumbrance; that we have good and lawful

MATT PARROTT & SONS CO., WATERLOO, IOWA D56556

authority to sell and convey the same, and we do hereby covenant to warrant and defend the said Easement over the said premises against the lawful claims of all persons claiming the same from or under us and not otherwise.

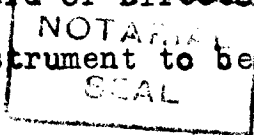
Signed this 13th day of March A.D. Nineteen Hundred and Forty-four.

(CORPORATE SEAL)

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY
By Milo W. Wilder Jr.
Vice President

STATE OF NEW JERSEY COUNTY OF ESSEX)ss.

On this 14th day of March, A.D. 1944, before me, a Notary Public in and for Essex County, New Jersey, personally appeared Milo W. Wilder, Jr. to me personally known, who being by me duly sworn did say that he is a Vice President of THE MUTUAL BENEFIT LIFE INSURANCE COMPANY: that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Milo W. Wilder, Jr. acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.



Selwyn L. Birrell
Notary Public in New Jersey
My commission expires Sept. 9, 1947