

MATT PARROTT & SONS CO., WATERLOO, IOWA D56536

Margaret McGinness and husband #1528 Filed for record the 17 day of April  
To Fee \$ .80 ✓ A.D. 1944 at 10:53 o'clock A.M.  
State of Iowa Pearl E. Shetterly, Recorder  
Wilma M. Wade, Deputy  
Loan No. 95607 - McGinness

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That Margaret McGinness and B. A. McGinness, her husband, of Madison County, State of Iowa, in consideration of the sum of Ninety-five and 75/100 DOLLARS in hand paid by Iowa State Highway Commission, do hereby sell and convey unto the STATE OF IOWA, 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:

Beginning at the S.E. corner of the N.E. 1/4 of Section 1, Township 76 North, Range 28 West, thence North 1319.6 feet along the East line of the N.E. 1/4 of said Section 1, to the North line of the S.E. 1/4-N.E. 1/4 of said Section 1, thence West 69.6 feet, thence South 9°58' East 57.9 feet, thence South 0°01' East 473.4 feet, thence South 0°07 1/2' East 1051.8 feet, thence South 11°27 1/2' East 50.9 feet, thence East 47.1 feet, thence North 312.4 feet to the point of beginning and containing 0.37 acres more or less exclusive of the present established highway.  
NOTE: The bearing of the East line of the N.E. 1/4 of Section 1, Township 76 North, Range 28 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 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 B. A. McGinness hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

Signed this 5\* day of April A.D. Nineteen Hundred and Forty-four

Margaret McGinness  
B. A. McGinness

STATE OF IOWA Madison County, )ss.

On this 5\* day of April A.D. 1944, before me H. C. Fosher, a Notary Public in and for Madison County, State of Iowa, personally appeared Margaret McGinness and B. A. McGinness

her husband 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)

H. C. Fosher

Notary Public in and for said County.

EASEMENT PRIORITY AGREEMENT

For a good and valid consideration the The Northwestern Mutual Life Insurance Company a corporation, duly incorporated under the laws of the State of Wisconsin, agrees that the easement for road purposes, and for use as a public highway, granted the State of Iowa, in and to the premises described in the instrument on the reverse side hereof, shall be superior to the lien of the mortgage recorded in Book 63, Page 525, of the records in the office of the Recorder of Madison County, Iowa, at Winterset, Iowa.

Attest R L Armstrong  
Assistant Secretary

(CORPORATE SEAL)

County of Wisconsin County of Milwaukee )ss.

THE NORTHWESTERN MUTUAL LIFE INSURANCE CO.  
By H. D. Thomas Vice President

On this 10th day of April, A.D. 1944, before me, Margaret Kiekhofer, a Notary Public in and for said county, personally appeared H. D. Thomas and R. L. Armstrong, to me personally known, who being by me duly sworn did say that they are the Vice-President and Assistant Secretary, respectively, of the said The Northwestern Mutual Life Insurance Company a corporation duly organized under the Laws of the State of Wisconsin, and that the seal affixed to said 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 Trustees; and the said H. D. Thomas and R. L. Armstrong acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

NOTARIAL  
SEAL

Margaret Kiekhofer Notary Public  
in and for said County.  
My commission expires May 25, 1947.