

Nola Hildebrand and husband

#1787

Filed for record the 4 day of May ^
A.D. 1944 at 11:00 o'clock A.M.
Pearl E. Shetterly, Recorder
Wilma M. Wade, DeputyTo
State of Iowa

Fee \$.70 ✓

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That Nola Hildebrand and Mack Hildebrand, her husband of Madison County, State of Iowa, in consideration of the sum of One Hundred Fifty-one and 25/100 DOLLARS in hand paid by Iowa State Highway Commission, do hereby sell and convey unto 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:

MATT PARBET & SONS CO., WATERLOO, IOWA D56556

Beginning at the N.W. corner of Section 6, Township 76 North, Range 27 West, thence East 60.0 feet, thence South 0°01' East 320.4 feet, thence South 14°32 $\frac{1}{2}$ ' East 199.4 feet, thence South 0°01' East 100.0 feet, thence South 18°25' West 158.1 feet, thence South 0°01' East 543.0 feet, thence West 60.4 feet, thence North 1306.4 feet along the West line of the N.W. $\frac{1}{4}$ -N.W. $\frac{1}{4}$ of said Section 6 to the point of beginning and containing 0.51 acres more or less exclusive of the present established highway and lying wholly within the N.W. $\frac{1}{4}$ -N.W. $\frac{1}{4}$ of said Sec. 6. NOTE: The bearing of the West line of the N.W. $\frac{1}{4}$ of Section 6, Township 76 North, Range 27 West is taken as due North.

Also: Beginning at the S.W. corner of Section 31, Township 77 North, Range 27 West, thence North 1241.5 feet along the West line of the S.W. $\frac{1}{4}$ -S.W. $\frac{1}{4}$ of said Section 31 thence East 42.5 feet, thence South 0°48 $\frac{1}{2}$ ' East 1241.7 feet, thence North 89°56' West 60.0 feet to the point of beginning and containing 0.22 acres more or less exclusive of the present established highway and lying wholly within the S.W. $\frac{1}{4}$ -S.W. $\frac{1}{4}$ of said Section 31. NOTE: The bearing of the West line of the S.W. $\frac{1}{4}$ of Section 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 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 Mack Hildebrand hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

Signed this 2nd day of May A.D. Nineteen Hundred and Forty-four.

Nola Hildebrand
Mack Hildebrand

STATE OF IOWA, Madison County,)ss.

On this 2 day of May A.D. 1944, before me Rex V. Johnson a Clerk of District Court in and for Madison County, State of Iowa personally appeared Nola Hildebrand and Mack Hildebrand 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.

(DISTRICT COURT SEAL)

COMPARED

Rex V Johnson Clerk of District Court
in and for said County.