

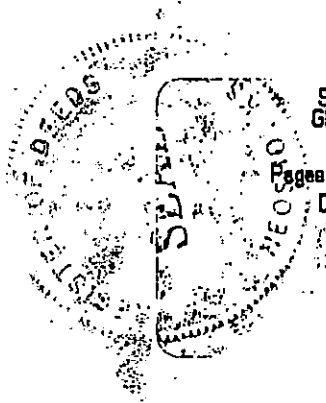
EXHIBITS

FOR

Documentation Presentation

Part Three

Entered in Transfer Record
In my office, this 5th
day of January A.D., 20 12
Robert S. Healy
Neosho County Clerk



STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS
Book: 457 Page: 177
Pages Recorded: 1 Recording Fee: \$8.00
Date Recorded: 1/5/2012 9:00:00 AM

JOINT TENANCY WARRANTY DEED

Mary E. Patterson, an unmarried person

CONVEYS AND WARRANTS TO

Stephen Parsons and Dee Ann Parsons, husband and wife

as **JOINT TENANTS** and not as tenants in common, with rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, all the following described REAL ESTATE in the County of Neosho and the State of Kansas, to wit:

Lot Five (5), Block Six (6), Benedict's First Addition to the City of Chanute, Neosho County, Kansas

For the sum of One dollar and other valuable consideration.

EXCEPT AND SUBJECT TO: Easements, Rights of Way and Restrictions of record

Dated: January 3, 2012

Mary E. Patterson
Mary E. Patterson

STATE OF KANSAS, COUNTY OF NEOSHO, ss:

ACKNOWLEDGED before me this 3rd day of January, 2012 by Mary E. Patterson, an unmarried person.

My commission expires: August 4, 2013

Jacqueline J. Rice
Notary Public

(SEAL)

JACQUELINE J. RICE
Notary Public - State of Kansas
My Appt. Expires 08/04/2013

Entered in Transfer Record

In my office, this 7th

day of March A.D., 2012

Ronald T. Neely
Neosho County Clerk



KANSAS QUITCLAIM DEED

On this 29th day of February, 2012, DIANN IRENE SCHAFFER, a single person, ("Grantor") QUITCLAIMS to DOROTHY ANN RUTLEDGE ("Grantee"), all of her interest in and to the following described real estate in Neosho County, Kansas: /a/k/a Dorothy Ann Smoot

A tract of land lying in the North Half of the Northwest Quarter of the Northeast Quarter (N/2 NW/4 NE/4) of Section Twenty-nine (29), Township Twenty-seven (27) South, Range Eighteen (18) East, Neosho County, Kansas, described as follows: Beginning at a point 225 feet south of the Southwest corner of Lot Eight (8), Block One (1), Ward's First Addition to the City of Chanute; thence Southerly along the East line of Garfield Avenue 78.77 feet to the North line of Ninth Street; thence Easterly along the North line of said street 127 feet; thence Northerly along the West line of Dildine's First Addition 78.77 feet to a point 225 feet South of the Southeast corner of Lot Eight (8), Block One (1), Ward's First Addition; thence Westerly 127 feet to the place of beginning;

for good and valuable consideration.

SUBJECT TO: easements, restrictions, liens and mortgages of record, if any.

Diann Irene Schaffer
Diann Irene Schaffer

STATE OF KANSAS, COUNTY OF NEOSHO, SS:

This instrument was acknowledged before me on February 29, 2012, by Diann Irene Schaffer, a single person.

My appointment expires: 11-30-2012

Sandra Kusel
Notary Public Sandra Kusel



Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No.

16

Entered in Transfer Record

in my office, this 7th

day of May A.D., 2012

Randy Neely
Neosho County Clerk



SHERIFF'S DEED

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to exception No. 10

WHEREAS, on the 22nd day of September, 2009, in the District Court of Neosho County, Kansas, in an action entitled *Eva Mae Murrell vs. Arthur L. Lester, Jr. et al.*, Case No. 2009 CV 77, judgment was entered for Plaintiff; and

WHEREAS, the Sheriff of Neosho County, Kansas, did on April 26, 2011 at 10:00 a.m., pursuant to Order of Sale directed to him, sell the real estate hereinafter described to *Eva Mae Murrell* after having published Notice of Sheriff's Sale as provided by law; and

WHEREAS, the Sheriff duly made return on the Order of Sale with his proceedings thereunder duly certified and endorsed thereon, and

WHEREAS, the District Court of Neosho County, Kansas, having examined the proceedings of the Sheriff in making the sale and being satisfied that the same were regular and in conformity with law and equity, ordered that the proceedings and the sale be and the same are hereby confirmed; and

WHEREAS, redemption has not been made from the sale within the twelve month time period as provided by law and the Order of the Court and the assignee of the purchaser at the sale, *Richard Murrell* has demanded deed for the land and tenements.

NOW, THEREFORE, I, James Keath, the duly elected, qualified and acting Sheriff of Neosho County, Kansas, in consideration of the premises and by virtue of the authority in me vested by law, do hereby grant, sell and convey unto *Richard Murrell*, the following described real estate in Neosho County, Kansas:

The Northeast Quarter of Section 20, Township 27 South, Range 20, East of the Sixth P.M., Neosho County, Kansas less that portion lying North of Highway 39

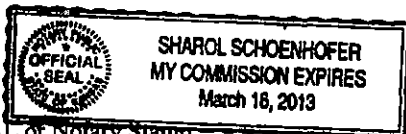
IN WITNESS WHEREOF, I, the Sheriff of Neosho County, Kansas, have hereunto set my hand this 30th day of APRIL, 2012.

James Keath
Sheriff of Neosho County, Kansas

STATE OF KANSAS, COUNTY OF NEOSHO, ss:

Now on this 30th day of April, 2012, before me came James Keath, Sheriff of Neosho County, Kansas, and the same person who executed the above Sheriff's Deed and he duly acknowledged that he executed the same as Sheriff of Neosho County, Kansas, for the purpose therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.



SEAL of Notary Stamp

Sharol Schoenhofer
Clerk of the District Court
or
Notary Public

Entered in Transfer Record
In my office, this 26th
day of July A.D., 2011

Randall E. Needy
Neosho County Clerk

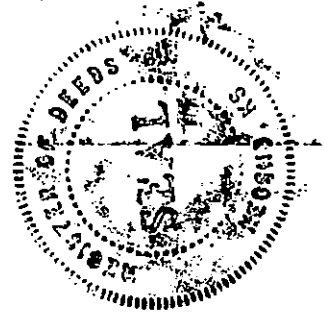
STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS

Book: 451 Page: 565

Pages Recorded: 3

Recording Fee: \$16.00

Date Recorded: 7/25/2011 2:20:02 PM



(Space above reserved for the Register of Deeds)

SPECIAL WARRANTY DEED

Marilyn M. Barton, a married person and resident of the State of Texas who has never resided as a married person in the State of Kansas ("Grantor"), for and in consideration of good and valuable consideration delivered to Grantor by Barbara J. LaForge, a single person, Luke Downs, a single person, and C. D. LaForge, a single person ("Grantees"), the receipt and sufficiency of which is hereby acknowledged, does by these presents, grant, sell and convey unto Grantees as tenants in common, their successors and assigns, with special warranty covenant, Grantor's undivided one-fifth (1/5th) interest in and to the property described on Exhibit "A" attached hereto and incorporated herein by this reference, which Grantor has acquired as her sole and separate property through inheritance (the "Property").

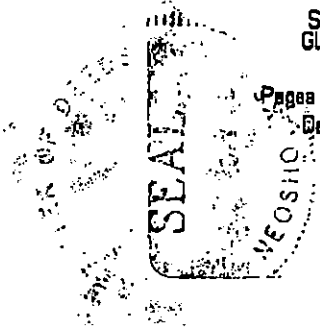
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereon or in any ways belonging unto Grantees, their successors and assigns forever, subject to all easements, restrictions, covenants, rights-of-way, unreleased oil and gas leases and other matters of record. Grantor does hereby bind herself and her successors and assigns to warrant and forever defend all and singular the Property unto Grantees, their successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof by, through or under Grantor, but not otherwise.

EXECUTED TO BE EFFECTIVE the 24th day of June, 2011.

GRANTOR:

Marilyn M. Barton
Marilyn M. Barton

Entered in Transfer Record
in my office, this 25th
day of January A.D., 2012
Randee Neely
Neosho County Clerk



STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS
Book: 457 Page: 535
Pages Recorded: 1 Recording Fee: \$8.00
Date Recorded: 1/25/2012 1:55:00 PM

- Transfer on Death Deed -

THOMAS E. FREDERICK, a single person, as owner, transfers on death to JANET L. HOLMAN, BRIAN E. FREDERICK, LUANN PARSON, SCOTT A. FREDERICK and LISA R. KINKEL, as grantee beneficiaries, the following described interest in real estate:

Lot Twenty-one (21) Sunset Addition to the City of Chanute,
Neosho County, Kansas.

THIS TOD DEED IS REVOCABLE, AND DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE OWNER. THIS TOD DEED REVOKES ALL PRIOR BENEFICIARY DESIGNATIONS BY THE OWNER FOR THIS INTEREST IN REAL ESTATE.

This TOD Deed is made by way of gift and without the payment of consideration, and is exempt from the requirement of a Real Estate Validation Questionnaire under K.S.A. §79-1437e.

Dated this 20 day of January, 2012.

Thomas E. Frederick
THOMAS E. FREDERICK

STATE OF KANSAS, COUNTY OF NEOSHO, ss

BE IT REMEMBERED that on this 20th day of January 2012, before me, the undersigned, a notary public in and for the County and State aforesaid, came THOMAS E. FREDERICK, 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 seal, the day and year last above written.

C. Anne Kluin
NOTARY PUBLIC
My term expires **State of Kansas**
My appt. expires 5-9-2012

C. Anne Kluin
Notary Public

Entered in Transfer Record
in my office this 2nd
day of May A.D., 2012
Glenda K. Taylor
Deputy Neosho County Clerk



TRANSFER ON DEATH DEED

William N. Bowker a/k/a William Neal Bowker, an unmarried person

AS OWNER TRANSFERS ON DEATH TO

Floyd N. Bowker and Evelyn E. Ewing

as Grantee beneficiaries in equal undivided interests, all right, title and interest in real estate located in Neosho County, Kansas, described as follows:

Lots Three (3) and Four (4) in Block Three (3), Eden Park Addition to the City of Chanute, Neosho County, Kansas

Address: 1123 S. Santa Fe, Chanute, Kansas

If **Floyd N. Bowker** should predecease Owner, then Owner transfers on death all of the above real estate to **Evelyn E. Ewing** if she survives Owner, and if **Evelyn E. Ewing** and **Floyd N. Bowker** predecease Owner, then Owner transfers on death all of the above real estate to **Shiela Proper**.

If **Evelyn E. Ewing** should predecease Owner, then Owner transfers on death **Evelyn E. Ewing's** interest designated above to **Shiela Proper**.

THIS TRANSFER ON DEATH DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF BOTH OF THE OWNERS. IT REVOKES ALL PRIOR BENEFICIARY DESIGNATIONS BY THIS OWNER FOR THIS INTEREST IN REAL ESTATE.

This Transfer On Death Deed is made pursuant to K.S.A. 59-3501 et seq.

Dated: May 1, 2012.

William N. Bowker
William N. Bowker

STATE OF KANSAS, COUNTY OF NEOSHO, SS:

ACKNOWLEDGED before me this 1st day of May, 2012, by William N. Bowker, an unmarried person.

My appointment expires: August 4, 2013

Jacqueline J. Rice
Notary Public



(SEAL)

REVOCATION OF TRANSFER ON DEATH DEED

On this 18th day of April, 2008, Melvin L. VanCleave, A Single Person, hereby REVOKES the Transfer on Death Deed recorded on the 24th day of September, 2007, in Book 394 of Deeds at page 616 in the office of Register of Deeds, Neosho County, Kansas, conveying the following described real estate:

The South half (S1/2) of the Northeast Quarter (NE 1/4) of Section One (1), Township thirty (30), Range Nineteen (19); and the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section One (1), Township Thirty (30), Range Nineteen (19), all in Neosho County, Kansas.

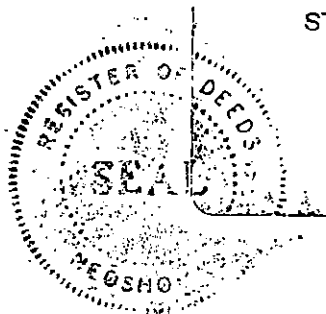
Melvin L. VanCleave
Melvin L. VanCleave

STATE OF KANSAS, COUNTY OF Neosho, SS:

This Revocation of Transfer on Death Deed was acknowledged before me on the 18th day of April, 2008, by Melvin L. VanCleave.

Andrea Sande
Notary Public

My Appointment Expires:



No. 9617 Book 406 Page(s): 544
STATE OF KANSAS, NEOSHO COUNTY, SS
RECORDED
Apr 18, 2008 3:30 PM Fees \$8.00
Glenda K. Taylor, Register of Deeds

Entered in Transfer Record
In my office, this 23rd
day of April, A.D., 2012
Randall Nealy
Neosho County Clerk

STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDIA K. TAYLOR, REGISTER OF DEEDS
Book: 461 Page: 31
Pages Recorded: 1 Recording Fee: \$8.00
Date Recorded: 4/25/2012 10:15:00 AM



TRUSTEES DEED

GRANTOR Cynthia M. Lonergan, not individually, but as Trustee under the provisions of a trust instrument known as the Cynthia M. Lonergan 1995 Trust, acting pursuant to the powers granted under said Trust Agreement, having sold the below described property for the sum of One Dollars (\$1.00) and Other Good and Valuable Considerations, receipt of which is hereby acknowledged, GRANTOR does by these presents grant, bargain, sell and convey unto Nathan Lonergan, Trustee (and his successors) of the Nathan T. Lonergan Heritage Trust U/T/A dated August 14, 2006, as GRANTEE, all right, title and interest in the following described real estate:

East Half of the Northeast Quarter (E2 NE4) of Section Thirty-Six (36), Township Twenty-Eight (28) South, Range Seventeen (17) East of the 6th P.M., Neosho County, Kansas

TO HAVE AND TO HOLD the above described premises, together with the appurtenances and hereditaments thereunto appertaining and every part thereof unto the said GRANTEE as above stated.

GRANTOR further warrants that said Trust remains in full force and effect, has not been amended or revoked, and this conveyance is within his/her authority as Trustee, with this deed EXECUTED on 23 day of April, 2012

Cynthia M. Lonergan
Cynthia M. Lonergan, Trustee

STATE OF Missouri)
) SS:
COUNTY Miller)

This instrument was acknowledged before me on this 23rd day of April, 2012 by Cynthia M. Lonergan, not individually, but as Trustee under the provisions of a trust instrument known as the Cynthia M. Lonergan 1995 Trust

My Appointment Expires: Aug. 30, 2014

Kimberly Haller
Notary Public
Printed Name: Kimberly Haller



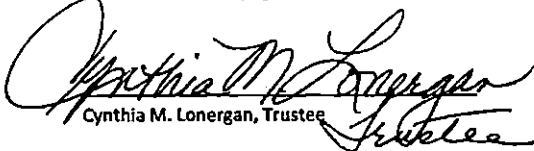
KIMBERLY HALLER
My Commission Expires
August 30, 2014
Miller County
Commission #10398053

CERTIFICATION OF TRUST

This document is furnished to Locke-Neosho Abstracts, Inc. by the undersigned trustee pursuant to KSA 58a-1013 of the Uniform Trust Code of Kansas ("the Code"), and concerns Cynthia M. Lonergan 1995 Trust herein "the Trust"

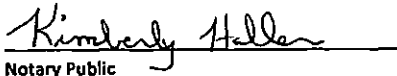
East Half of the Northeast Quarter (E2 NE4) of Section Thirty-Six (36), Township Twenty-Eight (28) South, Range Seventeen (17) East of the 6th P.M.

1. The certification is in regard to the Cynthia M. Lonergan 1995 Trust, which is in full force and effect.
2. The Grantor (Settlor) of this trust is Cynthia M. Lonergan.
3. The currently acting Trustee Cynthia M. Lonergan and the current address of the Trustee 117 Crabapple Circle, Four Seasons, Mo 65044.
4. The trust instrument grants to the Trustee the power to sell, mortgage or otherwise alienate real estate owned by the trust.
5. The trust is a revocable trust and Cynthia M. Lonergan has the power to revoke the trust.
6. The following Trustee has the authority to sign the deed, mortgage or other documents concerning the above real estate. (If the trust instrument authorizes one Trustee to sign and bind all the Trustees, it should be so stated.) Cynthia M. Lonergan, Trustee
7. The tax payer identification number is the social security number of Cynthia M. Lonergan.
8. The Grantee in the trust instrument is Cynthia M. Lonergan 1995 Trust.
 - (a) Cynthia M. Lonergan as Trustee is authorized to sign this certification.
 - (b) This trust has not been rendered modified or amended in any manner that could cause any of the statements above to be incorrect.
9. The original Grantor-Settlor of the trust was Cynthia M. Lonergan. Said Grantor-Settlor are living.
10. Current Spouse, Thomas Tambyln Lonergan joined in deed conveying the described real estate into the trust filed June 12, 1997 at 8:55 A.M. and recorded in Vol. 211, pages 363 - 364.

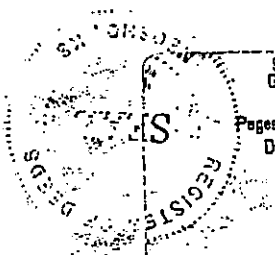

 Cynthia M. Lonergan, Trustee

State of Missouri
 County of Miller ss:

SUBSCRIBED AND SWORN TO before me by Cynthia M. Lonergan Trustee of the Cynthia M. Lonergan 1995 Trust, and any amendments there on the 23rd day of April, 2012


 Notary Public

My appointment expires: Aug. 30, 2014



STATE OF KANSAS, NEOSHO COUNTY, SS
 GLENDA K. TAYLOR, REGISTER OF DEEDS
 Book: 461 Page: 32
 Pages Recorded: 1 Recording Fee: \$8.00
 Date Recorded: 4/25/2012 10:15:01 AM



KIMBERLY HALLER
 My Commission Expires
 August 30, 2014
 Miller County
 Commission #10398053

PERMANENT DRAINAGE EASEMENT

THIS PERMANENT DRAINAGE EASEMENT IS EXECUTED AND DELIVERED this 16th day of August, 2010, by Merle Kelly Ford, Inc., "Grantor", to the Board of County Commissioners of Neosho County, Kansas (hereinafter "County"), "Grantee".

WITNESSETH that said Grantor, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, by these presents grants, bargains, sells and conveys to the County, for public use, a permanent easement for drainage purposes in, over, across and upon the following described premises:

A tract of land located in the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 5, Township 28 South, Range 18 East of the 6th Principal Meridian, in Neosho County, Kansas more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter of the Northeast Quarter of the Northeast Quarter; thence on a Kansas State Plane grid bearing of South 87 degrees 45 minutes 08 seconds West along the South line of said Northeast Quarter of the Northeast Quarter a distance of 50.00 feet to the point of beginning; thence continuing South 87 degrees 45 minutes 08 seconds West along said South line, a distance of 25.00 feet; thence North 01 degrees 30 minutes 13 seconds West a distance of 33.90 feet; thence North 88 degrees 29 minutes 47 seconds East a distance of 25.00 feet; thence South 01 degrees 30 minutes 13 seconds East a distance of 33.58 feet to the point of beginning.

Contains .844 square feet (0.02 acres) of land more or less.

The said Grantor has affixed its signature hereto as follows:

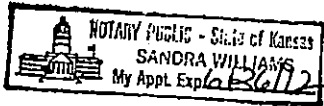
GRANTOR:
Richard M. Kelly
Merle Kelly Ford, Inc.
Richard M. Kelly
Printed Name
Pres.
Title

STATE OF KANSAS, NEOSHO COUNTY, MO
GLENDA K. TAYLOR, REGISTER OF DEEDS
Book: 450 Page: 156
Pages Recorded: 1 Recording Fee: \$8.00
Date Recorded: 8/7/2011 9:01:00 AM

State of Kansas)ss
County of Neosho)

Be it remembered that on this 16 day of August, 2010, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Richard M. Kelly, on behalf of Merle Kelly Ford, Inc., 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 official seal, the day and year last above written.



Sandra Williams
Notary Public

My appointment expires: 6/20/12

KANSAS DEPARTMENT OF REVENUE
Robert B. Docking State Office Building
Topeka, KS 66612-2002 00-784
(785) 296-2488

INHERITANCE TAX
1ST SUPPLEMENTAL
CERTIFICATE OF NONTAXABILITY

STATE OF KANSAS, NEOSHO COUNTY, SS
ENTERED AND FILED IN VOL. 131M PAGE 488
Apr. 17-2000 AT 9:00 O'CLOCK AM
Glenda R Taylor
-0- GLENDA R TAYLOR REGISTER OF DEEDS

April 13, 2000

DONALD E DUNIVANT
21280 OAKWOOD
CHANUTE KS 66720

Re: Charles Darrell Dunivant, Dec'd
Date of Death: February 6, 1991
County: Neosho
File No.: 135334
Date Filed: June 18, 1991
SS# [REDACTED]

Supplemental superseding certificate of nontaxability issued July 9, 1991. All parts conflicting with the findings herein are hereby vacated, set aside and held for naught.

After review of the inheritance tax return filed for the above named estate, the Director has determined that the shares thereof are not subject to tax. This determination is effective only to the extent of the assets reported on the return as filed. This certificate is issued pursuant to the provisions K.S.A. 79-1565. See below the legal description of real estate reported on the return:

Held in Joint Tenancy:

- Equity under Contract of Sale: The S/2 of the SE/4 and the S/2 of the N/2 of the SE/4 of Sec. 7-29S-19E, Neosho County, KS
Decedent's 1/2 Int. \$ 17,500.00
- The E/2 of the SE/4 of Sec. 20-29S-19E, Neosho County, KS
Decedent's 1/2 Int. \$ 16,000.00
- Lot 1, Block 4, Long Addition to the City of Erie, Neosho County, KS
Decedent's 1/2 Int. \$ 35,000.00
- The E/2 of the SW/4 less one-half acre in the SE/c of Sec. 20-29S-19E, Neosho County, KS \$ 32,000.00

Sincerely,
Karla J. Pierce
Karla J. Pierce
Acting Director of Taxation

KJP: map
cc: R. Kent Pringle, Atty., P. O. Box 748, Chanute, KS 66720-0748
Register of Deeds, Neosho County, P. O. Box 138, Erie, KS 66733

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil No. 11-CV-04064-WEB-KMH

MICHELLE L. ADAMS;

Defendant.

NOTICE OF LIS PENDENS

Notice is hereby given that a Complaint in foreclosure was filed by the United States of America in the United States District Court for the District of Kansas on the 28th day of June, 2011, against the named defendant, and is now pending in this Court and that the property in Neosho County, Kansas, affected by this cause of action is described as follows:

Lot Twelve (12), Block Seventeen (17), Evergreen Park Addition to the City of Chanute, Neosho County, Kansas.

Notice is hereby given that the purpose of this action is the foreclosure of the following real estate mortgage recorded in the Office of the Register of Deeds of Neosho County, Kansas:

<u>Mortgage Date</u>	<u>Record Date</u>	<u>Book</u>	<u>Page</u>
July 25, 2008	July 29, 2008	411	418-423

The United States of America claims the mortgagor, Michelle L. Adams, owes \$37,719.44, which includes principal, advances, and any other recoverable costs; \$2,748.95 interest, as of December 22, 2010, plus interest accruing thereafter at the daily rate of \$5.4915.

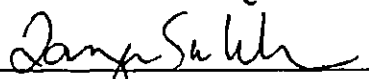


STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS
Book: 451 Page: 412
Pages Recorded: 2 Recording Fee: \$5.00
Date Recorded: 7/18/2011 9:02:00 AM

EXHIBIT 24 - "A" - (1)

Respectfully submitted,


BARRY R. GRISSOM
United States Attorney


TANYA S. WILSON
Assistant United States Attorney
Ks. S.Ct. No. 11116
Federal Building, Suite 290
444 SE Quincy
Topeka, KS 66683-3592
Telephone: 785-295-2850
Facsimile: 785-295-2853
E-mail: tanya.wilson@usdoj.gov
Attorneys for the United States


VERIFICATION

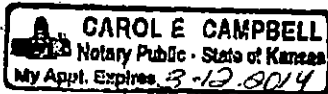
STATE OF KANSAS)
)
COUNTY OF)

Tanya Sue Wilson, of lawful age, being first duly sworn, upon oath, deposes and says: That she is Assistant United States Attorney for the District of Kansas and as such is the attorney for the Plaintiff, United States of America, in the above-entitled action in the above-stated Court; that she has read the above and foregoing Notice of Lis Pendens and knows the contents thereof; and that all of the allegations, statements and averments therein contained are true and correct.



TANYA S. WILSON
Assistant United States Attorney

Subscribed and sworn to before me this 29th day of June, 2011.


Notary Public



(SEAL)
My commission expires 3-12-2014

ECF DOCUMENT
I hereby attest and certify that this is a printed copy of a document which was electronically filed with the United States District Court for the District of Kansas.
Date Filed: 6/29/2011
Clerk, U.S. District Court
By:  Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 11-CV-04064-WEB-KHM

MICHELLE L. ADAMS,

Defendant.

RELEASE OF LIS PENDENS

On November 30, 2011, a Journal Entry Of Default Judgment And Foreclosure was filed in the above action foreclosing the mortgage of the United States, on behalf of its agency the USDA, Farm Service Agency, Rural Housing Service. Therefore, the Notice of Lis Pendens filed on June 29, 2011, on the following described real estate located in Neosho County, Kansas, to wit:

Lot Twelve (12), Block Seventeen (17) Evergreen Park Addition to the City of Chanute, Neosho County, Kansas,

should be and hereby is released.

Dated this 20th day of April, 2012.

BARRY R. GRISSOM
United States Attorney



TANYA SUE WILSON
Assistant United States Attorney
Ks. S.Ct. No. 11116
Federal Building, Suite 290
444 SE Quincy
Topeka, KS 66683-3592
Telephone: (785) 295-2850
Facsimile: (785) 295-2853
E-mail: tanya.wilson@usdoj.gov
Attorneys for the United States

U.S. District Court
District of Kansas) SS:
I hereby certify that the foregoing is a
true copy of the original on file in this
court and cause.
Clerk, U.S. District Court
By [Signature] Deputy Clerk
Dated: 4/20/12



STATE OF KANSAS, NEOSHO COUNTY, KS
GLENDIA K. TAYLOR, REGISTER OF DEEDS
Book: 460 Page: 626
Pages Recorded: 2 Recording Fee: Other
Date Recorded: 4/23/2012 9:04:00 AM

RECORDED

Recording requested by and mail to:
JETZ SERVICE CO., INC.
901 NE River Road
Topeka, KS 66616-1133

EXHIBIT A

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered on July 11th, 2007, by and between Chanute Housing Partnership (hereinafter referred to as "LESSOR"), and JETZ SERVICE CO., INC., (hereinafter referred to as "LESSEE"). Lessor by these premises does lease to Lessee, and Lessee does hereby accept the possession of the room or rooms described below and located on the real property and improvements consisting of 48 multi-housing units, located at 521 W. 14th Street, Chanute, KS 66720. Lessor warrants and represents that only 0 units are plumbed with their own washer and or/dryer connections.

Lessor and Lessee have entered into an unrecorded lease containing the provisions included herein and certain additional provisions. The provisions of the unrecorded lease are incorporated herein by this reference. A copy of the unrecorded lease is available for inspection by persons having a legitimate interest in the Property from the Home Office of the Lessee located at 901 NE River Road, Topeka, Kansas 66616-1133.

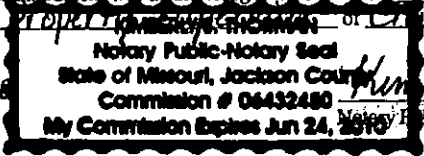
1. **Exclusive use and possession of the Leased premises.** Lessor does hereby grant, convey and transfer to Lessee the exclusive use and possession of certain premises, described as encompassing approximately 100 square feet for its use as a laundry facility (hereinafter referred to as the "Leased Premises").
2. **Term.** The term of this lease shall be for three (3) year(s), from the date of final installation of lessee's laundry equipment, plus any applicable renewal provisions.
3. **Assignment or Transfer.** This lease shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, assigns or transferees.
4. **Non-Competition Clause.** This lease contains a covenant by the Lessor not to compete, which is binding upon, and inure to the benefits of the heirs, administrators, successors, and assign of Lessor.

STATE OF Missouri)
)ss
COUNTY Jackson)

Chanute Housing Partnership Lessor
BY Terri Powell-Rands agent for owner
Terri Powell-Rands
Print Name

This instrument was acknowledged before me on September 5, 2008
by Terri Powell Rands as properly authorized agent of Chanute Housing Partnership

My commission expires: June 24, 2018



JETZ SERVICE CO., INC LESSEE
BY Steve Cowser
Steve Cowser
Print Name

STATE OF Missouri)
)ss
COUNTY Jackson)

This instrument was acknowledged before me on Sept 25, 2008
by Steve Cowser as Account Representative of Jetz Service Co., Inc.

My commission expires:



Karen Sheppard
Notary Public within and for said County and State

INFORMATION FOR RECORDING MEMORANDUM OF LEASE

Please fill this out and return it with the executed lease

Legal Description of Property

The Hamptons Apartments .

1)

Tax unit 001 City - Chanute City
USD 413 CAMA # 049-29-0-40-05-002 00-0
Subd - Crestview ADD Acres - 3.40
LTS 69-76 BLK ~~B~~ & E2 Vac Alley
ON W & Blks A-B & W2 Vac Alley
ON E Exc N 10' SD BLK A + VAC
Alley Crestview ADD & Lt 1 *
Prop address 521 W 14th St 66720

- 2) County in which property is located - Neosho
3) City where County Seat is located - Chanute Erie KS
4) Address of County Court House - 100 Main Street Erie KS
66733

*Use separate sheet of paper if additional space is required for Legal Description.

Book: 414 Page: 381

**NOTICE OF UTILITY METER CHARGE
REQUIRING PAYOFF OR ASSUMPTION**

MEMORANDUM OF AGREEMENT

This Notice and Memorandum of Agreement is made as of the _____ day of _____, 2011, by and between **City of Chanute**, a Kansas utility corporation ("Utility") and **Wayne and Nancy Woodward**, subjecting the real property, **Lot 3-4 sub-division EDEN PARK ADD (CHANUTE), BLOCK 5**, commonly known as **919 S Santa Fe** to a utility meter-based surcharge on monthly utility bills until the entire underlying obligation for the meter-based surcharge is paid in full.

NOTICE IS HEREBY GIVEN to all present and future owners and occupants that the real property described above is subject to a utility meter-based surcharge for the repayment of certain energy efficiency improvements. The obligation establishing the surcharge must be paid in full or repayment must be assumed as a continued monthly utility bill surcharge prior to the transfer or title to the above described real property and/or the establishment of utility service by another individual or entity, as described below.

1. Pursuant to a Memorandum of Agreement ("MOA") between Utility and the Kansas Corporation Commission, State Energy Office, Utility has developed a program to finance certain energy efficiency improvements with funds from the Efficiency Kansas revolving loan program. This program requires that those energy efficiency improvements be repaid through a meter charge which will be part of the monthly bill for utility service at the above referenced property. The utility charge associated with the meter, is a condition of future service, and is transferable to a subsequent owner of the real estate.

2. A Utility Meter Charge Agreement (the "Agreement") between Utility and Owner has been executed to establish the meter charge with respect to certain real property located in the County of **Neosho**, State of Kansas. The meter charge is a component of the monthly billings of Utility and constitutes a monthly billing charge. This utility charge may be transferred by the Utility. If Utility listed above is no longer the entity providing utility service at this location, and can no longer be contacted at this number, confirmation of the successor utility company or current contact information may be obtained by contacting the Efficiency Kansas program staff at **877-448-3185** or on the internet at www.encykansas.com.

3. This Memorandum is executed for recording purposes only and is not intended to alter or amend the terms of the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

4. In addition to this notice filed with the Register of Deeds in the county where the above described real property is located, Customer has agreed that he or she shall provide notice to all tenants and purchasers of this real property that the utility service at this property is subject



STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS
Book: 459 Page: 642
Pages Recorded: 2 Recording Fee: \$12.00
Date Recorded: 3/28/2012 9:05:04 AM

to the meter-based recharge to repay Utility for energy efficiency improvements as detailed in this notice and the Memorandum of Agreement between Customer and Utility.

I declare under penalty of perjury that the foregoing is true and correct. Executed on the 12 day of January, 2012

Wayne W. Woodyard
Customer Signature

1/12/12
Date

Wayne Woodyard
Print Customer Name

Nancy J. Woodyard
Customer Signature

1/12/12
Date

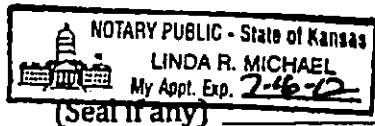
Nancy Woodyard
Print Customer Name

State of Kansas
County of Neosho

Signed and sworn to (or affirmed) before me
on 1/12/2012 by Wayne W. &

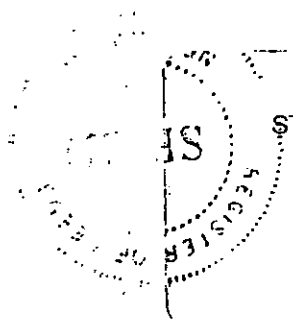
Nancy J. Woodyard

Linda R. Michael
(Signature of Notarial officer)



Notary
Title (and rank)

My appointment expires: 7-16-12



No. 8013 Book 399 Page(s): 230
STATE OF KANSAS, NEOSHO COUNTY, SS
RECORDED
Nov 27, 2007 9:03 AM Fees \$8.00
Glenda K. Taylor, Register of Deeds

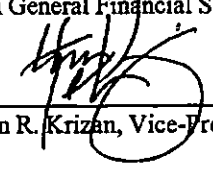
Return to:
American General Financial Inc.
2603 N. Broadway
Pittsburg, KS 66762

Prepared by:
Stacy A. Robinson
7116 Eagle Crest Blvd.
Evansville, IN 47715

POWER OF ATTORNEY


The undersigned American General Financial Services, Inc. a(n) Delaware Corporation, hereby appoints DARRELL DAVIDSON its Attorney-in-fact with authority to release and discharge mortgages, judgments, and other record liens by a written instrument signed by this corporation's name by DARRELL DAVIDSON as Attorney-in-fact for this corporation, and such release, when recorded as required by law, shall operate a full discharge and satisfaction of said lien.

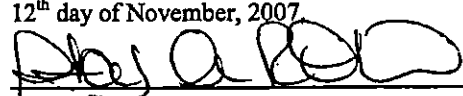
Dated this 12th day of November, 2007.
American General Financial Services, Inc.

By: 
Steven R. Krizan, Vice-President

STATE OF INDIANA)
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public within and for said county and state, came Steven R. Krizan, personally known to me and being thereunto duly authorized whose name as Vice President of AMERICAN GENERAL FINANCIAL SERVICES, INC., a(n) Delaware Corporation, has signed to the foregoing writing, and acknowledged the execution of the forgoing instrument and the affixing thereto of the corporate seal of said corporation in my county aforesaid, to be the free, voluntary act and deed of said corporation for the uses and purposes therein set forth.

 **STACY A. ROBINSON**
Resident of Vanderburgh County, IN
Commission Expires: November 17, 2014

WITNESS my hand and official seal this
12th day of November, 2007.

Stacy A. Robinson, Notary Public
My Commission Expires: November 17, 2014

**RESOLUTION NO. R-10-M
NEOSHO COUNTY**

The Board of Neosho County Commissioners, meeting in a regular session this 6th day of August 2010, is hereby giving notice pursuant to K.S.A. 68-102 et seq. that the Board of County Commissioners of Neosho County, Kansas propose to vacate the road as described below in accordance with K.S.A. 68-102 et seq., which permits the Board of County Commissioners to vacate any road in the county whenever the Board determines such road is not a public utility by reason of neglect, nonuse, or inconvenience or from other cause or causes such road has become practically impassable and the necessity for such road as a public utility does not justify the expenditure of the necessary funds to repair such road or put the same in condition for public travel. The road to be vacated is as follows:

Beginning 25 feet west of the northeast corner of Section 26, Township 27 South, Range 17 East of the 6th P.M., thence westerly along the section line between Sections 23 and 26 approximately one mile to a point 33 feet east of the northwest corner of said Section 26.

Said Road being also known as 210th Road between Anderson Road and Brown Road.

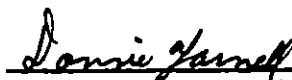
WHEREAS, the commissioners have viewed said road, and no one has made written application for damages, they deem the road to be closed as it is no longer a public utility.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF NEOSHO COUNTY, KANSAS THIS 6TH DAY OF AUGUST 2010.

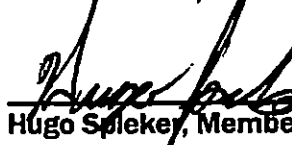
**BOARD OF COUNTY COMMISSIONERS
NEOSHO COUNTY, KANSAS**



Nicholas Galemore, Chairman



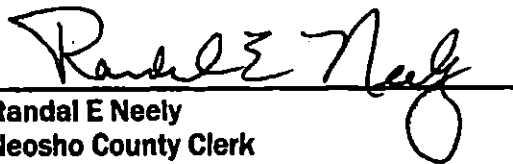
Donnie Yarnell, Member



Hugo Spieker, Member



ATTEST:



Randal E Neely
Neosho County Clerk



STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS
Book: 448 Page: 337
Pages Recorded: 1 Recording Fee: Other
Date Recorded: 4/8/2011 2:00:28 PM

EXHIBIT 29-"A"

ORDINANCE NO. S-450

AN ORDINANCE VACATING A PORTION OF THE NORTH HALF OF EAST CHESTNUT STREET.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CHANUTE, KANSAS:

SECTION 1:

For good cause shown and it being deemed expedient by the Governing Body of the City of Chanute, Kansas, said Governing Body does hereby vacate 20' x 231' portion of a platted street described as follows:

The North Half of that portion of East Chestnut Street lying East of the east line of the ally in Block 2, New Chicago, now included in and forming a part of the City of Chanute, Neosho County, Kansas (Projected) and West of the West line of North Ashby Street.,

SECTION 2:

This vacation is ordered pursuant to the authority and provisions of K.S.A. 14-423.

SECTION 3:

The City Clerk shall file a certified copy of this ordinance in the Office of the Register of Deeds and the County Clerk of Neosho County, Kansas, as provided by K.S.A. 14-423.

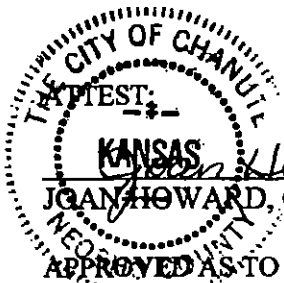
SECTION 4:

This ordinance shall become effective 30 days after publication of same in the official City newspaper unless one or more interested persons shall file a written protest before the expiration of such time.

Passed and adopted by the Governing Body of THE CITY OF CHANUTE, KANSAS, this 28th day of February, 2011.

Ed Cox

ED COX, Mayor



Joan Howard
JOAN HOWARD, City Clerk

APPROVED AS TO FORM:

David S. Brake
DAVID S. BRAKE, City Attorney



STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS
Book: 447 Page: 461
Pages Recorded: 1 Recording Fee: Other
Date Recorded: 3/21/2011 11:05:24 AM

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Kenneth J. Brooks, hereinafter called "Grantor", in consideration of one dollar (\$1.00) and other good and valuable consideration paid by George Allen Shaw, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged does hereby grant and convey to the said Grantee, its successors and assigns, a perpetual easement to pass, repass, repair, and maintain a waterline at it existing location with the right of ingress and egress over and across the following described land owned by Grantor in Neosho County, Kansas, described as follows:

Beginning at the SW corner of the SW/4 of said Section Sixteen (16), Township Twenty-Eight (28) South, Range Nineteen (19) East; thence North 00°21'46" West a distance of 505.09 feet, thence South 89°41'25" East a distance of 605.21 feet; thence South 00°21'46" East a distance of 505.09 feet, thence North 89°41'25" West a distance of 605.21 feet, to point of beginning;

To access and maintain a waterline to the following described property:

Commencing at the SW Corner of the SW/4 of said Section Sixteen (16), Township Twenty-Eight (28) South, Range Nineteen (19) East, thence North 00°21'46"W on the West line of said SW/4 a distance of 505.09 feet to the Point of Beginning (P.O.B.); thence S89°41'25" East a distance of 605.21 feet; thence North 00°00'33" East a distance of 326.35 feet; thence S85°56'32" East a distance of 110.31 Feet; Thence North 00°56'56" East a distance of 475.99 feet; thence South 89°25'32" West to the West line of said SW/4 a distance of 728.17 feet; thence S00°21'46" East on the West line of Said SW/4 a distance of 783.91 feet to the point of Beginning.

Grantor

Kenneth J. Brooks
Kenneth J. Brooks

Grantee

George Allen Shaw
George Allen Shaw

STATE OF Kansas)
) SS.
COUNTY OF Neosho)

This instrument was acknowledged before me on 16th, day of September, 2011, by Kenneth J. Brooks, a single person;

Sandra L. Strack
SANDRA L. STRACK
Notary Public - State of Kansas
My Appl. Expires 9/18/2012
Printed Name: Sandra L. Strack
Notary Public

My Appointment Expires: _____

STATE OF Kansas)
) SS.
COUNTY OF Neosho)

This instrument was acknowledged before me on 16th, day of September, 2011, by George Allen Shaw, a single person;

Sandra L. Strack
SANDRA L. STRACK
Notary Public - State of Kansas
My Appl. Expires 9/18/2012
Printed Name: Sandra L. Strack
Notary Public

My Appointment Expires: _____

COPY

NOTICE OF SEIZURE FOR FOREFEITURE
(Pursuant to K.S.A. 60-4107(b&d))

To: **Floyd N. Gray Jr.**
303 E. 7th St.
Erie, Ks. 66733

NEOSHO COUNTY SHERIFF'S OFFICE,
STATE OF KANSAS

v.

Residence and property located at
303 E. 7th St. Erie, Neosho Co. Ks.
including a 1987 16'x65' single wide trailer house
and one outbuilding.

NOTICE IS HEREBY GIVEN that the following property has been seized by the
Neosho County Sheriff's Office pursuant to K.S.A. 60-4107(b&d) and is being held for
pending forfeiture:

Residence and Property located at 303 E. 7th St. Erie, Neosho Co., Ks. including a 1987
16'x65' single wide tan trailer house and one outbuilding.

Said property was seized on 04-02-2005, by Deputy Adam Bennett at, U.S. 59
hwy and K-47 hwy in Neosho County, Kansas. Deputy Bennett can be reached by mail
at: Neosho County Sheriff's Office, P.O. Box 109, Erie, Kansas 66733; or by phone at
(620) 244-3888.

05-946

STATE OF KANSAS, NEOSHO COUNTY, SS
ENTERED AND FILED IN VOL 348 PAGE 648-651
Apr 4-2005 AT 4:00 O'CLOCK PM
Glenda K Taylor
REGISTER OF DEEDS
GLENDAL TAYLOR REGISTER OF DEEDS

648

EXHIBIT 31-"A"-(1)

**NOTICE OF PENDING FORFEITURE
Pursuant to K.S.A. 60-4109**

COPY

**TO: FLOYD N. GRAY JR.
303 E. 7th St. Erie, Ks. 66733
AND TO ALL OTHER UNKNOWN
PERSONS WHO MAY CLAIM AN
INTEREST IN THE FOLLOWING
PROPERTY:**

**NEOHSO COUNTY SHERIFF'S OFFICE
STATE OF KANSAS**

v.

**Residence and property located at
303 E. 7th Erie, Neosho Co., Ks.
including one 1987 16'x65' single wide tan trailer house
and one outbuilding.
Border Block 21, Lots 7 & 8, City of Erie.**

**NOTICE IS HEREBY GIVEN that property herein described has been
seized for forfeiture and is pending forfeiture to the Neosho County Sheriff's Office,
State of Kansas, pursuant to K.S.A. 60-4101 et seq. If you have not previously
received a notice of seizure for forfeiture, this is notice to Act. The above-property
was seized on or about April 02, 2005, in Neosho County, Kansas.**

**The conduct giving rise to the forfeiture and/or the violation of law alleged is:
the property, was used to facilitate violations of the controlled substances act in that
it was used as a facility for the manufacture of methamphetamine. Found in the
trailer house, was glassware with residue, two coffee grinders with pseudo-
ephedrine pill residue in them, two mason jars with multi-layered chemical liquids,
three punched starting fluid cans, two funnels, recipe for manufacturing
methamphetamine, conversion formula from pseudo-ephedrine pills to**

methamphetamine. Also in the house was, baggies with methamphetamine residue and a pound and half of processed marijuana. Also found was a large quantity of items used to inject methamphetamine and marijuana.

In the outbuilding there were gassing generators, paint thinner, ether, unknown chemical liquids in a glass coffee pot; red devil lye, and muratic acid. At a burn pile on the property, lithium battery pills and pseudo-ephedrine boxes were found.

You are hereby notified that the plaintiff's attorney has chosen to initially proceed with this matter administratively and is making stipulation of exemptions available for the property seized for forfeiture as described above.


You may do the following:

- (1) File a verified petition for request for Stipulation of Exemption with the Plaintiff's Attorney (clearly identifying the property you seek to claim) and sending a copy to the Seizing Agency; or**
- (2) File a verified claim with the Plaintiff's Attorney and Seizing Agency (clearly identifying the property you seek to claim); or**
- (3) Do Nothing.**

The law also provides for provisional return of the property under certain circumstances including the posting of a surety bond or a court hearing whether probable cause existed when the property was seized.

You may wish to consult with an attorney before deciding what is best for you. However, if no petition or claim is filed within thirty (30) days of mailing this notice, your interest in the property described above will be forfeited. All such requests and claims shall comply with the strict requirements for claims set out in K.S.A. 60-4111.

Dated this April 04, 2005


Melissa R. Dugan # 20750

**Law Enforcement Contact: Deputy Adam Bennett
P.O. Box 109
Erie, Ks. 66733
620-244-3888**

THE STATE OF KANSAS



KANSAS DEPARTMENT OF AGRICULTURE
Dale A. Rodman, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David W. Barfield, Chief Engineer

**CERTIFICATE OF APPROPRIATION
FOR BENEFICIAL USE OF WATER**

WATER RIGHT, File No. 45,949

PRIORITY DATE May 18, 2004

WHEREAS, It has been determined by the undersigned that construction of the appropriation diversion works has been completed, that water has been used for beneficial purposes and that the appropriation right has been perfected, all in conformity with the conditions of approval of the application pursuant to the water right referred to above and in conformity with the laws of the State of Kansas.

NOW, THEREFORE, Be It Known that DAVID W. BARFIELD, the duly appointed, qualified and acting Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture, by authority of the laws of the State of Kansas, and particularly K.S.A. 82a-714, does hereby certify that, subject to vested rights and prior appropriation rights, the appropriator is entitled to make use of **natural flows** of the Neosho River to be diverted at a pumpsite located in Lot 3 of Section 30, more particularly described as being near a point 1,123 feet North and 4,194 feet West of the Southeast corner of said section, in Township 29 South, Range 21 East, Neosho County, Kansas, at a diversion rate of **6,870 gallons per minute (15.31 c.f.s.)** and a quantity not to exceed **118 acre-feet** of water per calendar year, for recreation use for filling and maintaining a 90 acre marsh located in the South Half of the South Half (S $\frac{1}{2}$ S $\frac{1}{2}$) of Section 30, and the North Half of the North Half (N $\frac{1}{2}$ N $\frac{1}{2}$) of Section 31, all in Township 29 South, Range 21 East, Neosho County, Kansas.

This appropriation right is further limited to a diversion rate which when combined with the water right set forth in the Certificate of Appropriation issued pursuant to File No. 44,180, will provide a maximum diversion rate not in excess of **7,135 gallons per minute (15.90 c.f.s.)** for recreation use from the diversion point described herein.

The structure creating the referenced marsh has been identified as Water Structure Nos. LNO-0090-D; DNO-0111-L; and DNO-0112-L by the Division of Water Resources.

STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS

Book: 450 Page: 522

Pages Recorded: 2 Recording Fee: \$12.00

Date Recorded: 6/27/2011 1:45:00 PM



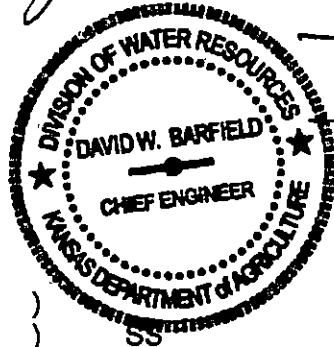
Water Right, File No. 45,949

Page 2 of 2

All terms, conditions and limitation applicable to the Appropriation of Water not expressly changed or removed by the issuance of the Certificate of Appropriation remain in full force and effect. Failure to comply with those terms, conditions and limitations, and those added or amended by this Certificate, will result in the suspension of this appropriation right or revocation and dismissal of this appropriation right.

This is a final agency action. If you choose to appeal this decision or any finding or part thereof, you must do so by filing a petition for review in the manner prescribed by the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (KJRA K.S.A. 77-601 et seq.) within 30 days of service of this order. Your appeal must be made with the appropriate district court for the district of Kansas. The Chief Legal Counsel for the Kansas Department of Agriculture, 109 SW 9th Street, 4th Floor, Topeka, Kansas 66612, is the agency officer who will receive service of a petition for judicial review on behalf of the Kansas Department of Agriculture, Division of Water Resources. If you have questions or would like clarification concerning this order, you may contact the Chief Engineer.

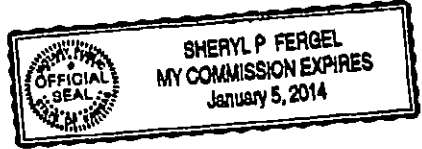
IN WITNESS WHEREOF, I have hereunto set my hand at my office at Topeka, Kansas, this 15th day of June, 2011.



David W Barfield
David W. Barfield, P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

State of Kansas)
County of Shawnee)

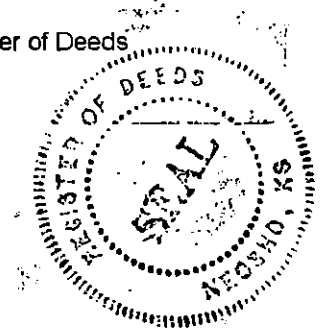
The foregoing instrument was acknowledged before me this 15th day of June, 2011, by David W. Barfield, P.E., Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.



Sheryl P Fergel
Notary Public

No. 601 Book 363 Page(s): 107 - 109
STATE OF KANSAS, NEOSHO COUNTY, SS
RECORDED
Feb 28, 2006 2:25 PM Fees \$16.00

Glenda K. Taylor, Register of Deeds



When Recorded Mail to:
Robert Lee Cavins, Jr.
271 Poplar Heights Road
Chanute, Kansas
The United States of America

66720

Declaration of Intention

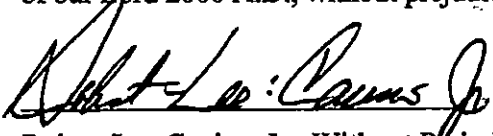
State of Kansas)
) ss
County of Neosho)

Robert Lee Cavins Jr, under the laws in and for the State of Kansas, being duly sworn, deposes and says:

1. I am domiciled at 271 Poplar Heights Road, Chanute, Neosho County, on Kansas, a foreign jurisdiction to the United States.
2. I was born on the 1st day of September in the Year of our Lord 1945 A.D., at El Reno, on Oklahoma, a foreign jurisdiction to the United States.
3. I am a Citizen of the United States of America.
4. I am making this Declaration of Intention to sever the legal relations between the Declarant herein and the United States forever.
5. That Declarant is not a United States citizen, U.S. citizen or national of the United States who owes his permanent allegiance to the United States.
6. That Declarant's Citizenship of the United States of America has never been revoked, cancelled or nullified for any reason whatsoever.
7. That this Declaration will forever declare Robert Lee Cavins, Jr.'s Citizenship of the United States of America, allegiance thereto and no person can say otherwise.
8. That the Declarant herein is of good moral character.
9. That this Declaration will serve as a bar, nunc pro tunc, to any legal relations insofar as United States citizenship is concerned.

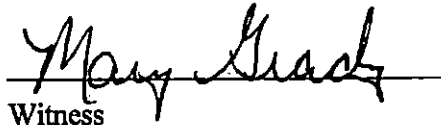
10. That this Declaration will serve as Declarant's allegiance to the United States of America.
11. That this act and Declaration will set the conditions precedent under the rules of special pleading in all cases in controversy insofar as the status of Declarant's Citizenship is concerned.
12. That the picture affixed as Exhibit "A" to this Declaration is the true and correct image of the Declarant herein.
13. That the witnesses hereto, that affix their lawful seal have first hand knowledge of the facts contained in this instrument and know that the Declarant is of good moral character.
14. That this declaration is made under and pursuant to International Law and the Law of Nations, without prejudice.

I declare under penalties of perjury under the laws in and for the State of Kansas and the United States of America that the foregoing is true and correct on this 28 day of Feb in the year of our Lord 2006 A.D., without prejudice.



Robert Lee Cavins, Jr., Without Prejudice
No liability Assured
No Value Assured

That the undersigned under penalties of perjury, in and for the laws of the State of Kansas and the United States of America, who affixes his/her lawful seal as a witness that the foregoing is true and correct on this 28 day of Feb in the year of our Lord A.D. 2006, without prejudice.



Witness

That the undersigned under penalties of perjury, in and for the laws of the State of Kansas and the United States of America, who affixes his/her lawful seal as a witness that the foregoing is true and correct on this 28 day of Feb in the year of our Lord A.D. 2006, without prejudice.



Witness

State of Kansas)
) ss
County of Neosho)

Notary:

I certify in and for the State of Kansas that, I know or have satisfactory evidence that Robert Lee Cavins, Jr. appeared before me, and Robert Lee Cavins, Jr acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act or deed for the uses and purposes mentioned in the instrument.

Dated this 28 day of February, in the year of our lord A.D. 2006.

Diane L. Myers

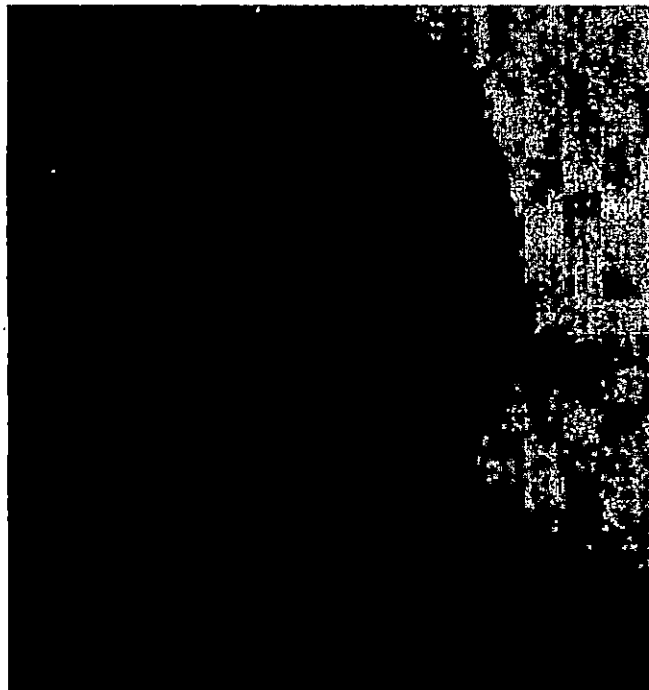
(Signature)

12-08-2009

My appointment expires



Exhibit "A"



TEMPORARY LICENSE

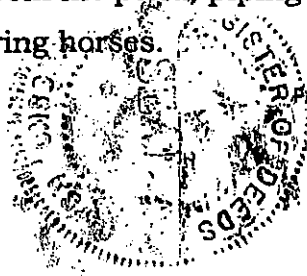
Joseph W. Stich hereinafter referred to as the GRANTOR is the owner of the following described real estate:

A portion of the Southeast Quarter of section seventeen (17), Township twenty-eight (28) South, Range nineteen (19) East of the Sixth Principal Meridian, Neosho County, Kansas, bounded and described as follows: Beginning at the Southeast Corner of said Southeast Quarter; thence on a bearing of North 00 degrees 00 minutes 00 seconds East along the East line of said Southeast Quarter a distance of 929.43 feet; thence a bearing of North 88 degrees 57 minutes 46 seconds West a distance of 502.08 feet to the West line of a tract described in Book 344 at page 585-586 in the Neosho County Register of Deeds Office; thence on a bearing of South 00 degrees 00 minutes 00 seconds West along said West line a distance of 939.99 feet to the South line of said Southeast Quarter; thence on a bearing of North 89 degrees 49 minutes 56 seconds East along said South line a distance of 502.00 feet to the point of beginning. This tract contains 10.77 acres, including county road right of way.

Whereas at George Allen Shaw, Glenn Allen Shaw, Julianne Christine Shaw and Haley Dawn Shaw, hereinafter referred to as GRANTEE's, are the owners of or have an interest in the following described real estate:

S2 SW4 & W310' of S 770' S2 SE4 & Tr beg NW/c S2 SE4 E 478' S 308.35' W 198' N 190' W 280' N 118.35' To POB, located in Section sixteen (16), Township twenty - eight (28), Range nineteen (19) all in Neosho County, Kansas

And whereas GRANTOR has a pond located on the above described real estate, and it his desire to grant a temporary license to the GRANTEE's for withdrawing water from his pond, piping it to their adjacent property for the purpose of watering horses.



STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDA K. TAYLOR, REGISTER OF DEEDS

Book: 425 Page: 105

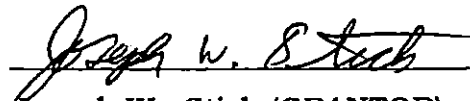
Pages Recorded: 2

Recording Fee: \$12.00

Date Recorded: 7/20/2009 1:50:55 PM

Now therefore, the GRANTOR grants to the GRANTEE's a license to withdraw water from GRANTOR's pond in amounts that are reasonable and necessary, and also specifically grants the GRANTEE's the right to ingress and egress to his property solely for the purpose of maintaining their pump as well as intake and outtake lines, with the GRANTEE's to be responsible to maintain, repair and pay electric bill associated with.

Now therefore GRANTOR grants to the GRANTEE's a temporary license as above stated, and sub - temporary license personal to the specifically named GRANTEE's, which will terminate at such time as the GRANTEE's above described no longer own all or part of the GRANTEE's property above described.


Joseph W. Stich (GRANTOR)

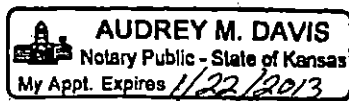
STATE OF KANSAS, COUNTY OF NEOSHO, ss

BE IT REMEMBERED that on this 27th day of May, 2009, before me, the undersigned, a notary public in and for the County and State aforesaid, came Joe Stich, personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.


Notary Public

My appointment expires:



FENCE AGREEMENT

THIS AGREEMENT entered into this 4th day of August, 2009, by and between RUSSELL B. VALLIER and KAREN L. VALLIER, husband and wife, as First Party hereunder, and JOHN C. RUBOW and LINDA RUBOW, husband and wife, as Second Party hereunder,

WITNESSETH, that First Party is the owner of the following described real estate, to-wit:

A tract of land in the North three-fourths of the Northeast Quarter (N3/4 NE/4) of Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen (18) East of the 6th, P.M., Neosho County, Kansas, being more particularly described as follows: Commencing at a point on the East line (with an assumed bearing of S00°00'00"E) being 696.20 feet South of the Northeast corner of said NE/4 to a 40d nail being the P.O.B.; Thence N89°40'59"W for a distance of 364.75 feet to a 1/2" rebar; Thence S00°00'00"W for a distance of 300 feet to a 1/2" rebar on the North line of the S/2 N3/4 NE/4; Thence N89°40'59"W along the said North line of the S/2 N3/4 NE/4, for a distance of 340 feet; Thence S00°00'00"W for a distance of 460 feet; Thence S89°40'59"E for a distance of 704.75 feet to the East line of said NE/4; Thence N00°00'00"E along said East line for a distance of 760 feet to the point of beginning,

and, Second Party is the owner of the real estate located west and south of the above described property more fully described as:

Beginning at the Northeast corner of the South Half of the North three-fourths of the Northeast Quarter (NE/c S/2 N3/4 NE/4); thence N89°40'59"W along the north line of the South Half of the Northeast three-fourths of the Northeast Quarter (S/2 N3/4 NE/4) for a distance of 704.75 feet; thence S00°00'00"W for a distance of 460 feet; thence S89°40'59"E for a distance of 704.75 feet to the east line of said Northeast Quarter (NE/4); thence N00°00'00"E along said east line for a distance of 460 feet to the point of beginning,

and that Second Party has agreed to allow First Party to construct a fence west and south of the boundary of First Party's property on property owned by Second Party as an

Vol. 425 pg. 453

EXHIBIT 33-"C"-(1)

accommodation to First Party, and that parties agree that notwithstanding that the fence will be located on the property owned by Second Party that the actual boundary line for ownership purposes will remain as described as being owned by parties as above set out,

NOW THEREFORE, parties agree that the fence west and south of the legal boundary of First Party located on the property of Second Party is there with the permission of Second Party and shall in no way alter the legal boundary line between parties. Further, it is agreed that Second Party may revoke permission for the fence and/or the accompanying use by First Party of the land encompassed by the fence and thereupon First Party agrees to remove said fence and to vacate the land owned by Second Party and to make no further claim to said land.

That the above described permission to First Party to locate a fence on the land owned by Second Party is for the convenience of First Party and in no event constitutes an alteration of the true boundary between parties property, which remains inviolate.

IN WITNESSETH WHEREOF, parties have hereto set their hands this 4th day of August, 2009.

Russell B. Vallier
RUSSELL B. VALLIER
FIRST PARTY

Karen L. Vallier
KAREN L. VALLIER
FIRST PARTY

John C. Rubow
JOHN C. RUBOW
SECOND PARTY

Linda Rubow
LINDA RUBOW
SECOND PARTY

STATE OF KANSAS, COUNTY OF NEOSHO, ss:

The foregoing instrument was acknowledged before me this 4th day of August, 2009 by RUSSELL B. VALLIER and KAREN L. VALLIER, husband and wife.

Jyl E. Unrein
Notary Public

My Appointment Expires:

