

JOINT TENANCY WARRANTY DEED

JERRY PLETT and ROWENA L. PLETT, husband and wife

convey and warrant to

DAVID E. HASTINGS and BONNIE M. HASTINGS, husband and wife

as **JOINT TENANTS** and not as tenants in common, with full 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 Marion and the State of Kansas, to-wit:

Part of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Eighteen (18) South, Range Four (4) East, Marion County, Kansas, more particularly described as follows:

Beginning at the northwest corner of the Northwest Quarter (NW/4); thence South in the section line 760 feet; thence East 391 feet more or less to the existing fence line; thence North 160 feet more or less to the gate post; thence East 49 feet; thence North 600 feet more or less to the section line; thence West 440 feet more or less to the point of beginning, containing 7.5 acres more or less;

ALSO an easement for using, repairing and removing but not replacing or extending the existing sewer line over and across the following described real estate in Marion County, Kansas, to-wit:

20 feet either side of the sewer line, sewer laterals and outfall as actually laid across that part of the Northwest Quarter of Section 13, Township 18 South, Range 4 East, not specifically conveyed to Grantors above; which easement shall expire September 1, 2003, at which time Grantees, their heirs and assigns, shall remove or abandon their use of the sewer line, laterals and outfall within 30 days thereafter and confine their sewer system to the real estate devised to Grantees, above, and Grantees shall return the removed sewer line on the granted easement, if removed, to its present condition. Grantees shall comply with local, state and federal laws with respect to their use of the right-of-way easement:

Reserving unto William L. Beneke, Shirley Beneke or Rodney J. Beneke, their lessees and employees, a right of

way easement for ingress and egress to that part of the Northwest Quarter adjacent to the captioned property for so long as William L. Beneke, Shirley Beneke or Rodney J. Beneke or any of them have an interest in that part of the Northwest Quarter adjacent to the captioned property, which easement shall terminate at such time as all of them are divested for any reason, including death, of any interest in that part of the Northwest Quarter adjacent to the captioned property.

for the sum of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION
EXCEPT AND SUBJECT TO: None

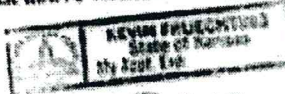
DATED this 27 day of November, 1995

Jerry Plett
Jerry Plett
Rowena L. Plett
Rowena L. Plett

STATE OF KANSAS, MARION COUNTY, ss

BE IT REMEMBERED, that on this 27 day of November, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JERRY PLETT and ROWENA L. PLETT who are personally known to me to be the same persons who executed the within instrument of writing and such persons 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.



Kevin Brueckner
Notary Public

My Appointment Expires: 5-13-99



1414
State of Kansas, Marion County, ss
This instrument was filed for record on
the 5 day of November 1995
at 11:30 o'clock A.M. and duly recorded
in book 309 page 158
John D. Miller
Recorder

Entered in Transfer Record in my office
this 5 day of November 1995
Margie The Electric
County Clerk
William Beneke, Rodney Beneke, Shirley Beneke
Parties

87
27
87