

Entered in Transfer Record in my office
this 27th day of June A.D. 2002
Carol A. Maggard
by Paul A. Bank, Deq.
County Clerk



1696
State of Kansas, Marion County, ss.
This instrument was filed for record on the
27th day of June 2002
at 1³⁵ o'clock P.M. and duly recorded
in book 381 page 380
Jay L. Mabow
Register of Deeds

1002
my
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KANSAS TRUSTEE'S DEED

This indenture made this 25th day of June, 2002, by and between INTRUST Bank, N.A., Wichita, Kansas, Trustee of the Donald J. Cole Revocable Trust Dated December 6, 1991, and the Donald J. Cole Revocable Trust Amendment No. One Dated December 6, 1991, as Grantor, and Dean Armstrong and Kathryn Armstrong, as joint tenants with rights of survivorship and not as tenants in common, 30 Lakeshore Drive, Marion, Kansas 66861, as Grantees.

The Grantor, by virtue of the terms and provision of said trust instrument, in consideration of the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00), the receipt of which is hereby acknowledged, does hereby grant, sell and convey to Grantees the following described real estate in Marion County, Kansas:

Part of the Southeast 1/4 of Section 9, Township 20 South, Range 4 East, more particularly described as follows: Beginning at a point 1880 feet North 63°27' East of the Southwest corner of said Southeast 1/4 of said Section 9; thence 90° left 100 feet, thence 90° right 50 feet; thence 90° right 100 feet; thence 90° right 50 feet, commonly called Lot 13, Schlotthauer Subdivision No. 3, adjacent to the Marion County Park and Lake.

Except and subject to: Easements and restrictions of record, if any.

Grantor covenants that Grantor has good right to convey Grantor's interest in the property conveyed by this Deed (the "Property") and warrant the quiet possession of the Property against the claims of those claiming any right, interest or title through Grantor, except as may be described above, and further covenant that the Property is free from all encumbrances created by Grantor, except as may be described above, and Grantor will warrant and defend the Property against all lawful claims of those claiming any right, interest or title through Grantor, except as may be described above; but Grantor does not warrant title against those claiming a right, interest

or title that arose prior to, or separate from, Grantor's interest in the Property. Grantor executes this Deed as trustee and not in any individual capacity. By the acceptance hereof, it is agreed that Grantor is not and shall not be personally liable upon any covenant or warranty herein, whether express or implied, and that Grantor's liability as trustee shall be limited to the assets of the trust held by Grantor as trustee at the time any such liability may be determined.

Grantor certifies that Grantor is the duly appointed, qualified and acting Trustee of the Donald J. Cole Revocable Trust Dated December 6, 1991, and the Donald J. Cole Revocable Trust Amendment No. One Dated December 6, 1991, and has full power and authority to convey Grantor's interest in the Property, and has made this conveyance pursuant to the power and authority granted to Grantor in Paragraph 7 of such Trust Agreement which agreement is in full force and effect and has not been amended, except as provided herein, or revoked.

TO HAVE AND TO HOLD the Property, together with the appurtenances and hereditaments and every part thereof, unto the Grantees, and their heirs, successors and assigns.

INTRUST Bank, N.A., Wichita, Kansas, Trustee of
the Donald J. Cole Revocable Trust Dated
December 6, 1991, and the Donald J. Cole
Revocable Trust Amendment No. One Dated
December 6, 1991

By Kendal E. Nelson
Kendal E. Nelson
Relationship Manager

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 25th day of June, 2002 before me, the undersigned, a Notary Public in and for said County and State, came Kendal E. Nelson, Relationship Manager for INTRUST Bank, N.A., Wichita, Kansas, Trustee of the Donald J. Cole Revocable Trust Dated December 6, 1991, and the Donald J. Cole Revocable Trust Amendment No. One Dated December 6, 1991, known to me to be the same person who executed the foregoing instrument of writing as such Trustee, and such person duly acknowledged the execution of the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal the day and year last above written.



Cindy E. Kirby
Printed Name: CINDY E. KIRBY
Notary Public

My Appointment Expires:
May 7, 2005

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