

WARRANTY DEED BY CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that Lake Development Enterprises, Inc. of the County of Jefferson in the State of Missouri, a corporation organized and existing under the laws of the State of Missouri party of the first part, in consideration of TEN DOLLARS and other valuable consideration to it paid by Lake Tishomingo Property Owners Association, Route 4, Hillsboro, Missouri 63050 of the County of Jefferson and State of Missouri, a corporation, party of the second part, the receipt of whereof is hereby acknowledged, and by virtue and pursuance of a Resolution of the Board of Directors of said party of the first part, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part its heirs and assigns, the following described rights, powers and obligations and the following described lots, tracts, or parcels of land, lying, being and situate in the County of Jefferson and State of Missouri, to-wit:

➤ All of first parties rights, powers and obligations as "Grantor" under the deed of restrictions applying to Tishomingo Forest, said deed of restrictions being dated September 27, 1964 and recorded October 1, 1964 in Book 365, page 199 of the Jefferson County Land Records.

X A roadway 30 feet wide situate in Tishomingo Forest, a subdivision of land in U. S. Survey 3027, Township 41 North, Range 4 East, Jefferson County, Missouri. Described as follows: Beginning at the southernmost corners of Lots 45 & 46, Block "C" of Lake Tishomingo; thence South 32 degrees 32 minutes West 30 feet to an iron pin; thence North 57 degrees 28 minutes West 227.72 feet to a point; thence North 82 degrees 12 minutes West 267.71 feet to a point of curve; thence Westwardly and to the left with a curve having a radius of 135.14 feet for an arc distance of 59.01 feet to point of tangent; thence South 72 degrees 47 minutes West 511.22 feet to a point; thence South 74 degrees 32 minutes West 237.83 feet to an iron pin; thence North 9 degrees 51 minutes West 30.15 feet to an iron pin; thence in an Eastwardly direction North 74 degrees 32 minutes East 234.43 feet to a point; thence North 72 degrees 47 minutes East 354.43 feet to point of curve; thence Northwardly and to the left with a curve having a radius of 30.00 feet, to point of tangent; thence North 17 degrees 13 minutes West 139.37 feet to point of curve; thence Northwardly and to the left with a curve having a radius of 97.98 feet for an arc distance of 141.28 feet to point of tangent; thence South 80 degrees 09 minutes West 495.65 feet to an iron pin; thence North 9 degrees 51 minutes West 30 feet to an iron pin; thence North 80 degrees 09 minutes East 495.65 feet to a point of curve;

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thence Southeastwardly and to the right with a curve having a radius of 127.98 feet for an arc distance of 184.54 feet to point of tangent; thence South 17 degrees 13 minutes East 139.37 feet to point of curve; thence Southeastwardly and to the left with a curve having a radius of 30.00 feet to point of tangent; thence North 72 degrees 47 minutes East 68.34 feet to a point of curve; thence Eastwardly and to the right with a curve having a radius of 155.14 feet for an arc distance of 72.11 feet to point of tangent; thence South 82 degrees 12 minutes East 274.29 feet to an iron pin; thence South 57 degrees 28 minutes East 234.30 feet to the place of beginning. Containing 144 acres plus or minus.

Also an easement over the parcel designated as "NOT INCLUDED" as shown upon the plat of TISHOMINGO FOREST, being a subdivision located in U. S. Survey No. 3027, Township 41 North, Range 4 East, in Plat Book 32 Page 8, described as follows: Beginning at the southeast corner of Lot 9 of Tishomingo Forest and running thence with the northern right-of-way line of Forest Lane South 82 degrees 12 minutes East 220.08 feet; thence North 57 degrees 28 minutes West 285.7 feet to a point in the eastern line of said Lot 9 of Tishomingo Forest; thence South 10 degrees 23 minutes East 125.68 feet to the place of beginning. Containing .32 of an acre plus or minus.

It is the intention of the first party by this deed to eliminate any and all rights, powers and obligations of Lake Development Enterprises, Inc., as "Grantor", thereby vesting in Lake Tishomingo Property Owners Association all of the aforesaid rights, powers and obligations which by the terms of the aforesaid deed of restrictions were heretofore vested or reserved to the first party as "Grantor" or as "Lake Development Enterprises, Inc."

TO HAVE AND TO HOLD the rights, powers and obligations of Grantor as aforesaid and the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto its heirs and assigns, forever, subject to road use as is provided of record. The said part of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed subject to rights of others to use of roads, as is provided of record. The said party of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed subject to rights of others to use of roads as is provided of record; that it has good right to convey the same; that the said premises are free

and clear of any incumbrance done or suffered by it or those under whom it claims except as to rights of others to use of roads as is provided of record; and that it will warrant and defend the title to the said premises unto the said party of the second part and unto its heirs and assigns forever in the estate aforesaid, against the lawful claims and demands of all persons whomsoever. The said party of the first part also hereby covenanting that it is the Grantor under the aforesaid deed of restrictions and that it has good right to transfer the aforesaid rights, power and obligations.

IN WITNESS WHEREOF, the Lake Development Enterprises, Inc., the said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and corporate seal to be hereunto affixed, this the 25th

day of October, 1979.



Harold W. Hurd
President, Lake Development Enterprises, Inc.

Attested Barbara E. Hurd
Secretary Barbara E. Hurd

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 23rd day of October, 1979, before me appeared HAROLD W. HURD to me personally known, who, being by me duly sworn, did say that he is the President of LAKE DEVELOPMENT ENTERPRISES, INC., a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said HAROLD W. HURD acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Zelma Genrich
Zelma Genrich, Notary Public
State of Missouri

My commission expires 3 12/83 Jefferson County



FILED FOR RECORD
AT 3 O'CLOCK 23 PM '79

NOV 2 - 1979
RICHARD KING, RECORDER