# Recorded in Douglas County, Missouri

Recording Date/Time: 04/26/2017 at 10:39:23 AM Instr #: 170741

Type:WDPages:3Fee:\$30.00 SGrantor:BRYAN, JOHN TRUSTEEGrantee:HICKS, TREVOR GARETT

Jacinda Sheppard Recorder of Deeds

#### TRUSTEE GENERAL WARRANTY DEED

THIS INDENTURE made on the 25<sup>th</sup> day of April, 2017, by and between John Bryan, sole and only Trustee of the Revocable Trust Agreement of John Bryan and Melissa Bryan dated January 16, 2012 of Ava, Douglas County Missouri GRANTOR party of the first part and Trevor Garett Hicks and Kalee Renee Hicks, husband and wife, GRANTEES of:  $672 \ C \cdot R \ 5/3 \ GAINESUILLE, MO \ 65655$ 

parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of --ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION-- to him paid by the said parties of the second part, the receipt of which is hereby acknowledged, does he by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said parties of the second part their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Douglas and State of Missouri, to-wit:

A part of the Southwest Quarter of Section 32 Township 27 North Range 14 West, part of the Southeast Quarter of Section 31 Township 27 North Range 14 West, part of the Northwest Quarter of Section 5 Township 26 North Range 14 West, and part of the Northeast Quarter of Section 6 Township 26 North Range 14 West of the 5th Principal Meridian, all lying south of Douglas County road presently designated as 76-114, more particularly described as follows; Commencing at a 5/8" rebar set by LS2235, being the Southeast corner of the West Half of the Southwest Quarter of Section 32 Township 27 North Range 14 West, and being the Point of Beginning of this parcel.

From the Point of Beginning, thence North 1°33' 00" East along the east line of the West Half of the Southwest Quarter of Section 32 Township 27 North Range 14 West a distance of 1,457.22 feet to a 5/8" rebar set by LS2235, said rebar being located at the intersection of the east line of the west half of the Southwest Quarter of Section 32 Township 27 North Range 14 West and the south 20-foot boundary

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line of Douglas County road presently designated as 76-114, thence run westerly along the southerly 20-foot boundary line of Douglas County road designated as 76-114 to a 5/8" rebar being at the intersection of the Southerly 20-foot boundary line of Douglas County road designated as 76-114 and an existing fence line running southeasterly, said rebar bears South 69°30' 20" West a distance of 3,390.02 feet from the Northeast corner of this parcel, thence run Southeasterly along the existing fence line South 28°27'27" East a distance of 253.56', thence continuing along the existing fence South 78°22'00" East a distance of 206.53 feet, thence continuing along the existing fence South 64°11'18" East a distance of 116.92 feet, thence continuing along the existing fence S 4°23'20" East a distance of 383.20 feet, thence continuing along the existing fence South 5°56'27" East a distance of 874.97 feet to a fence corner, being a 30" black oak stump lying South 19° 12' 33" West a distance of 48.38 feet from the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 6 Township 26 North Range 14 West, being a 5/8" rebar set by LS2235 in July 2007, thence continuing along the existing fence North 86°15'17" East a distance of 393.26 feet, thence continuing along the existing fence North 88°55'30" East a distance of 336.97 feet, thence continuing along the existing fence South 89°33'25" East a distance of 423.90 feet, thence continuing along the existing fence South 87°35'11" East a distance of 741.65 feet, thence continuing along the existing fence North 89°53'23" East a distance of 457.75', thence continuing along the existing fence S87°47'26" East a distance of 303.89 feet to a found stone monument set by W.S. Dunn in June of 1911, being the Southeast corner of the Northwest Quarter of the Northwest quarter of Section 5 Township 26 North Range 14 West, said stone bears South 89°06' 27" East a distance of 1326.83 feet from a pin set by LS2235 in July 2007 for the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 5 Township 26 North Range 14 West, thence North 1°22' 45" East along the east line of the Northwest Quarter of the Northwest Quarter of Section 5 Township 26 North Range 14 West a distance of 1,311.56 feet to a found stone monument set by W.S. Dunn in June of 1911, being the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 5 Township 26 North Range 14 West, thence run North 89°48' 44" West along the township line a distance of 99.62 feet to the Point of Beginning.

Parcel Containing 155.16 acres, more or less.

First Party, John Bryan warrants that he is the sole and only, duly appointed, qualified and currently acting Trustee of the John Bryan and Melissa Bryan Revocable Trust dated January 16, 2012 and that such and all the powers contained therein including those hereinafter described, remain in full force and effect and that Settlors did not alter, nor revoke said trust, nor amend it, and did not request withdrawal from the Trust of the above described real estate, and that John Bryan, as the sole and only Trustee, has the full right and power to sign and convey, sell, mortgage, pledge, assign, convey the real estate

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### described herein as Trustee of said trust and to execute documents of conveyance for real estate.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said parties of the second part, and unto their heirs and assigns forever, the said grantor hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by him or those under whom he claims, and that he will WARRANT AND DEFEND the title of the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

> John Bryan and Melissa Bryan Revocable Trust Agreement dated January 16, 2012

By: John Bryan, Trustee

STATE OF MISSOURI )SS. **COUNTY OF DOUGLAS** 

ON THIS 25<sup>TH</sup> DAY OF APRIL, 2017 before me personally appeared John Bryan, Trustee of the John Bryan and Melissa Bryan Revocable Trust Agreement dated January 16, 2012 to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said John Bryan as Trustee of said Trust acknowledged full power to convey as Trustee under said Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Ava, Missouri the day and year first above written.

(phn W Bruffett

**Notary Public** 

JOHN W. BRUFFETT tary Public - Notary Seal STATE OF MISSOURI Douglas County My Commission Expires May 17, 2019 Commission #15488868

NOTARY COMMISSION