

REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREEMENT made and entered into by and between **MARSHALL COUNTY FISCAL COURT**, having an address of 1101 Main Street, Benton, Kentucky 42025, hereinafter referred to as "**BUYER**"; and **RONALD SMITH and SHEILA SMITH, his wife**, having an address of 834 Vanzora Road, Benton, Kentucky 42025; and **MARKY SMITH, single**, having an address of 6971 Oak Level Road, Benton, Kentucky 42025, hereinafter referred to as "**SELLERS**".

The Sellers have agreed to grant to the Buyer an exclusive option to purchase real estate being more particularly described on the deeds attached hereto, hereinafter referred to as "**OPTIONED PROPERTY**"; and,

WHEREAS, the Buyer has agreed to the terms and conditions and enters into the Option more particularly set out herein.

WITNESSETH:

For and in consideration of the terms and conditions hereinafter set forth, all of which are declared material, the parties agree as follows:

(1) The Sellers hereby grants to the Buyer an exclusive renewal three (3) year option to purchase the optioned property. The option price shall be the sum of Thirty Thousand (\$30,000.00) per year, with the first payment being due and payable on or before January 1, 2018, and like payments due on or before the first day of January of each year thereafter. All option payments shall be credited toward the purchase price at closing if the option is exercised. At the end of the three (3) year term, if the parties desire to extend the option period, then all option payments previously paid shall be forfeited, and the purchase price shall increase by ten percent 10%. The option price for the extended

option period shall be the sum of Thirty-Three Thousand Dollars (\$33,000.00). The length of the extended option period shall be negotiated by the parties prior to the conclusion of the original option period. Termination of this Option Agreement by the Buyer prior to the conclusion of the original three (3) year term, or any extension thereof, shall not relieve the Buyer of all payments due under the original term or extension.

(2) The purchase price shall be the sum of Three Million Eight Hundred Thousand Dollars (\$3,800,000.00) if exercised within the first three (3) year renewal term.

(3) This option shall terminate on the 31st day of December, 2020, or the end of the calendar year of any extensions, unless the Buyer, within fifteen (15) days from the termination date exercises in writing the option to purchase the property. If the Buyer fails to exercise the option, the amount paid down shall be retained by the Sellers as liquidated damages.

(4) Upon the exercise of the option, the Seller shall convey said premises to the Buyer in fee simple, free and clear of all liens, encumbrances or mortgage by and good and sufficient warranty deed, except easements and encumbrances of record and acceptable to the Buyer.

(5) The Sellers shall maintain insurance on the property prior to the date of closing. Real estate taxes and any rentals shall be prorated as of the date of closing.

(6) Possession shall be given within thirty (30) days of closing.

(7) Both parties agree that there are no real estate commissions or brokers fees due or payable on the optioned property.

(8) The Buyer may not assign this option to a third party without the prior consent of the Seller. The Buyer remains jointly liable for any balances due under this option agreement unless waived by the Seller. Any assignee of Buyer shall adhere to all terms of this agreement.

(9) The Seller shall retain the timber and farming rights during the option period as well as any and all government payments and programs.

(10) The Seller shall retain the right to farm the premises during the term of the option, and all crops and revenue therefrom shall remain with the Seller. The Seller shall retain full and unrestricted access to and control of the property. In the event the Seller farms the premises after the exercise of the option, the sum of One Hundred Dollars (\$100.00) per harvested acre (except for crops already planted when the option is exercised which shall remain the property of the Seller) shall be paid to the Buyer at harvest. The location of said farming use, after exercise of the option, shall be designated by the Buyer by August 1st and December 1st of each year. Should Buyer or its assignee utilize the property so as to interfere with Seller's ability to harvest planted crops, Buyer shall pay to Seller the projected value of the planted crops.

(11) Written notice shall be given to the Sellers ten (10) days prior to any third party desiring to inspect the optioned property.

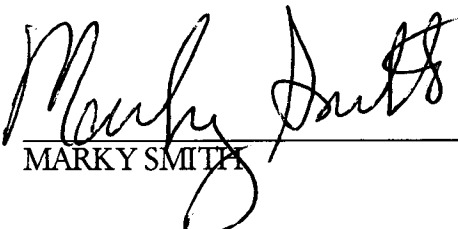
(12) Buyer and Seller will operate under all governing rules of and contracts with FSA and NRCS. All bases are owned by the Sellers.

(13) It is specifically understood by both parties that the optioned property does not include any property lying North of Highway 641.

Executed this 5th day of December, 2017.

“SELLERS”

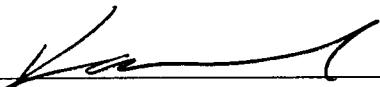

RONALD SMITH


MARKY SMITH


SHEILA SMITH

"BUYER"

MARSHALL COUNTY FISCAL COURT

By 
KEVIN NEAL, Judge Executive

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing Real Estate Option Agreement was subscribed, sworn to and acknowledged before me this 8th day of December, 2017, by Ronald Smith and Sheila Smith, his wife; and Marky Smith, single.



Notary Public

My commission expires: 6-8-2020

STATE OF KENTUCKY

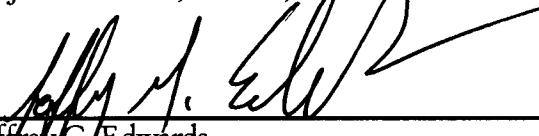
COUNTY OF MARSHALL

The foregoing Real Estate Option Agreement was subscribed, sworn to and acknowledged before me this 5th day of December, 2017, by Kevin Neal, Judge Executive of Marshall County Fiscal Court.


Notary Public

My commission expires: 6-8-2020

This Instrument Prepared by:
Jeffrey G. Edwards
Marshall County Attorney
80 Judicial Drive, Benton, KY 42025


Jeffrey G. Edwards
Attorney for FILING OFFICER

STATE OF KENTUCKY, COUNTY OF MARSHALL
I, Tim York, Clerk of the County Court for the County and State aforesaid, certify that the foregoing Agreement was on the 5 day of Dec, 2017 at 10:50 clock AM, lodged for record, whereupon the same, the foregoing and this certificate have duly recorded in my said office in Misc Book 160 Page 599.
Given under my hand this 6 day of Dec 2017.
Tim York, CLERK
BY Kevin Edwards D.C.

Fee \$ 88.00 Rec. fee \$ _____ Tax _____
Date Filed 12.5.17 Time 10:50 A
Tim York, Clerk Call 1123
By H Moore to P/U D.C.

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38-139

DEED

BE IT KNOWN that HOUSTON D. SMITH, single, having an address of 3272 Tom Lane, Benton, Kentucky 42025; MARKY L. SMITH, single, having an address of 6971 Oak Level Road, Benton, Kentucky 42025; and RONALD D. SMITH and SHEILA SMITH, his wife, having an address of 834 Vanzora Road, Benton, Kentucky 42025, GRANTORS, for and in consideration of terminating the survivorship interest in the hereinafter described property, and the Grantor, Houston D. Smith, for love and affection for his sons conveying his interest in the hereinafter described property to them, hereby convey a one-half (1/2) undivided interest unto MARKY L. SMITH, his heirs and assigns, having an address of 6971 Oak Level Road, Benton, Kentucky 42025; and a one-half (1/2) undivided interest unto RONALD D. SMITH, his heirs and assigns, having an address of 834 Vanzora Road, Benton, Kentucky 42025, GRANTEES, the following described land lying in Marshall County, Kentucky, viz,

All of the following described property line South of the proposed Benton-Bypass (U.S. 641):

Located 2-1/2 miles South of Benton on the Peel Road and more particularly described as follows: Beginning 24 rods South of the northeast corner of the Northeast Quarter of Section 18, Township 4, Range 3 East; thence, South 106 poles; thence, West 160 poles; thence, North 90 poles; thence, East 120 poles to the beginning.

And being the same property conveyed to Houston D. Smith, Ronald D. Smith and Marky L. Smith from Houston Smith et ux by deed dated January 3, 1985, of record in Deed Book 206, page 453, Marshall County Court Clerk's Office.

This instrument was prepared by the undersigned without the benefit of a title examination and the property description herein was furnished by the Grantors.

TO HAVE AND TO HOLD the said property a one-half (1/2) undivided interest unto the said RONALD D. SMITH, his heirs and assigns and a one-half (1/2) undivided interest unto MARKY L. SMITH, his heirs and assigns, forever with "Covenant of General Warranty".

The undersigned Grantors and Grantees under penalties of perjury, pursuant to KRS Chapter 382, do hereby certify that the above stated consideration is the full and actual consideration for the property herein conveyed and fair cash value of the one-third interest of Houston D. Smith is \$6,166.66.

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Given under our hands on this the 11 day of August, 1995.

"GRANTOR"
Houston D. Smith
HOUSTON D. SMITH, single
Ronald D. Smith
RONALD D. SMITH

Marky L. Smith
MARKY L. SMITH, single
Sheila Smith
SHEILA SMITH

"GRANTEE"
Ronald D. Smith
RONALD D. SMITH

Marky L. Smith
MARKY L. SMITH

STATE OF KENTUCKY
COUNTY OF MARSHALL

The foregoing Deed and Certificate of Consideration were subscribed, sworn to and acknowledged before me this the 15 day of August, 1995, by Houston D. Smith, single; Marky L. Smith, single; and Ronald D. Smith and Sheila Smith, his wife, Grantors.

Marvin Burch
Notary Public

My Commission expires: 4-18-98

STATE OF KENTUCKY
COUNTY OF MARSHALL

The foregoing Certification of Consideration was subscribed, sworn to and acknowledged before me this the 15 day of August, 1995, by Ronald D. Smith and Marky L. Smith, Grantees.

Sheryl A. Givens
Notary Public

My Commission expires: May 25, 1999

This Instrument Prepared By:
GEORGE E. LONG III LAW OFFICE
908 Poplar, Benton, KY 42025

George E. Long III

STATE OF KENTUCKY
COUNTY OF MARSHALL

I, James R. English, Clerk of the aforesaid County Court, do certify that the foregoing Deed was on the 17th day of Aug, 1995, lodged in my office for record. Whereupon the foregoing and this Certificate have been duly recorded in my office in Deed Book 280, page 382.

Given under my hand this the 17th day of August, 19 95.

James R. English CLERK
BY Harold Stang D. C.

Paid 12.00 REcording

CONTRACT FOR DEED

THIS CONTRACT FOR DEED made and entered into by and between DONALD SMITH and wife, PHYLLIS SMITH, of 1980 Sid Darnall Road, Benton, Kentucky 42025, hereinafter collectively referred to as SELLER; and RONALD SMITH and wife, SHEILA SMITH, of 834 Vanzora Road, Benton, Kentucky 42025, a one-half interest, in survivorship of their union, and MARKY SMITH, single, of 6971 Oak Level Road, Benton, Kentucky 42025, a one-half interest, hereinafter collectively referred to as BUYER.

WITNESSETH:

WHEREAS, Seller is the owner of a certain tract of land hereinafter described which Seller has agreed to sell to Buyer under the terms herein set forth, and

WHEREAS, Buyer wishes to purchase said real estate and to enter this Contract for Deed therefore, based upon the herein set forth terms and conditions, each of which shall be considered a part of the consideration and shall be a material covenant and agreement concerning said purchase.

NOW, THEREFORE,

1. PREMISES: Seller agrees to sell and convey unto Buyer and Buyer agrees to purchase and accept from Seller on the terms and conditions hereinafter set forth the following described real estate located and being in Marshall County, and more particularly described as follows:

PROPERTY DESCRIPTION: A 21.128-acre tract of land as surveyed by Kenar Architectural and Engineering of Benton, Kentucky, in January 1989, and being generally located on the east side of Highway 1311 (Slickback Road), approximately 2 miles south of said highway's intersection with Highway 58, and being more particularly described as:

Beginning at the northwest corner of the property herein described, said corner being an existing steel post found in a fence line, 310.4 feet east of the centerline of Highway 1311, said steel post being at the northeast corner of the Charles Blanchard property (Deed Book 201, page 32):

Thence, South 85° 15' 00" East - 935.59 feet, generally following an existing fence line and the south boundary of the Charles Blanchard property (Deed Book 223, page 167) and the Terry Green property (Deed Book 161, page 563), to a ½ inch rebar iron pin set at a fence corner post;

Thence, South 03° 42' 53" East - 619.94 feet, generally following an existing fence line and the west boundary of the Houston Smith property (Deed Book 167, page 598), to a ½ inch rebar iron pin set 17.7 feet southeast of a blazed 28 inch Oak tree and 12.8 feet southeast of a 6 inch blazed Hickory tree;

Thence, South 83° 28' 43" West - 452.00 feet, generally following the meanders of an existing fence line and continuing with the said Houston Smith boundary, to a ½ inch rebar iron pin set at a fence corner post;

Thence, South 04° 37' 23" East - 462.00 feet, continuing with the existing fence and the west boundary of the said Houston Smith property, to a ½ inch rebar iron pin set in Morgan Lane, said rebar iron pin being 15.7 feet south of a blazed 16 inch Wild Cherry tree;

Thence, South 82° 32' 53" West - 628.00 feet, with Morgan Lane, to a ½ inch rebar iron pin set in said lane, 156.75 feet East of the centerline of Highway 1311;

Thence, North 04° 39' 17" West - 66.00 feet, with the east boundary of the said Houston Smith property, to a ½ inch rebar iron pin set 8.2 feet southeast of a blazed 10 inch Hickory tree;

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38-0000-027

Thence, South 82° 32' 53" West - 136.75 feet, continuing with the said Houston Smith boundary, to a ½ inch rebar iron pin set 20 feet east of the centerline of said Highway 1311 and 69.9 feet northeast of a PK nail set at the intersection of Highway 1311 and Morgan Lane;

Thence, North 04° 34' 59" West - 350.97 feet, along the east side of said Highway 1311 (Stickback Road), to a ½ inch rebar iron pin set 20 feet east of the centerline of said Highway 1311 and 21.5 feet northwest of a garden fence corner post, said rear iron pin being at the southwest corner of the Kenneth Gamble property (Deed Book 145, page 345 and Deed Book 184, page 463);

Thence, North 85° 40' 02" East - 290.00 feet, with the south boundary of said Kenneth Gamble property, to a ½ inch rebar iron pin set 1.4 feet southwest of the corner of a dog pen;

Thence, North 04° 39' 17" West - 717.00 feet, with the east boundary of the said Kenneth Gamble property, the Terry Tresathian property (Deed Book 184, page 530), and the Charles Blanchard property (Deed Book 201, page 32), to the point of beginning.

The above-described property is subject to the right-of-way of Highway 1311 and right-of-way along Morgan Lane and any other rights-of-way or easements previously conveyed or in existence.

LESS AND EXCEPT Property conveyed to Ronald Smith, et ux., et al., as described in the deed from Donald Smith, et ux., dated January 22, 2014 and found of record in Deed Book 425, page 350, Marshall County Court Clerk's Office.

DEED

Be it known that DONALD SMITH and wife, PHYLLIS SMITH, of 1980 Sid Darnall Road, Benton, Kentucky 42025, Grantors, for and in consideration of THIRTY-SEVEN THOUSAND, FIVE-HUNDRED AND 00/100 DOLLARS (\$37,500.00) (\$12,500 of which was paid on December _____, 2013), cash in hand paid, receipt of which is hereby acknowledged, HAVE SOLD AND HEREBY CONVEY unto RONALD SMITH and wife, SHEILA SMITH, of 834 Vanzorn Road, Benton, Kentucky 42025, a one-half interest, in survivorship of their union, and MARKY SMITH, single, of 6971 Oak Level Road, Benton, Kentucky 42025, a one-half interest, Grantees, with fee simple title, their heirs and assigns forever, the following land lying in Marshall County, Kentucky, to-wit:

DESCRIPTION: Beginning at a 1/2 inch rebar iron pin set 20 feet east of the centerline of Highway 1311 (Slickback Road), and 21.5 feet northwest of a garden fence corner post, said iron pin being at the southwest corner of the Kenneth Gamble property (Deed Book 145, page 345 and Deed Book 184, page 462);

Thence, North 85° 40' 02" East 180 feet, along the south boundary of Kenneth Gamble property, to a point;

Thence, South 04° 34' 59" East approximately 350 feet to a point approximately 66 feet north of the Houston Smith boundary (Morgan Lane, a/k/a Pickle Lane);

Thence, South 82° 32' 53" West to a 1/2 inch rebar iron pin set 20 feet east of the centerline of Hwy. 1311 and 69.9 feet northeast of a PK nail set at the intersection of Hwy. 1311 and Morgan Lane (a/k/a Pickle Lane);

Thence, North 04° 34' 59" West a distance of 350.97 feet to the point of beginning.

SOURCE OF TITLE: Being property conveyed to Seller by deed from J. Milburn Green, Alternate Executor of the Estate of L.L. Green (deceased), dated January 25, 1989, of record in Deed Book 236, page 39, Marshall County Court Clerk's Office.

TO HAVE AND TO HOLD the said property unto the said RONALD SMITH and wife, SHEILA SMITH, a one-half interest, in survivorship, and MARKY SMITH, a one-half interest, with fee simple title to vest in them, their heirs and assigns forever, with "Covenant of General Warranty."

CERTIFICATE OF CONSIDERATION

The parties hereto certify the consideration reflected in this deed is the full consideration paid for the property. The grantees join this deed for the sole purpose of certifying the consideration pursuant to KRS 382.135.

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38-00-00-027.01

GIVEN under our hands this 22nd day of January, 2014.

GRANTORS:

GRANTEES:

Donald W. Smith
DONALD SMITH

Ronald Smith
RONALD SMITH

Phyllis Smith
PHYLLIS SMITH

Sheila Smith
SHEILA SMITH

Marky Smith
MARKY SMITH

STATE OF KENTUCKY
COUNTY OF MARSHALL, Sct.

The foregoing Deed and Consideration Certificate was acknowledged and sworn to before me this 22nd day of January, 2014, by Donald Smith and wife, Phyllis Smith, grantors.

Janet

Jill Denton
NOTARY PUBLIC, Cert. No. 454186
My commission expires: 11-26-2015

STATE OF KENTUCKY
COUNTY OF MARSHALL, Sct.

The foregoing Consideration of Certificate was acknowledged and sworn to before me this 22nd day of January, 2014, by Ronald Smith and wife, Sheila Smith, grantees.

Janet

Jill Denton
NOTARY PUBLIC, Cert. No. 454186
My commission expires: 11-26-2015

STATE OF KENTUCKY
COUNTY OF MARSHALL, Sct.

The foregoing Consideration of Certificate was acknowledged and sworn to before me this 22nd day of January, 2014, by Marky Smith, grantee.

Janet

Jill Denton
NOTARY PUBLIC, Cert. No. 454186
My commission expires: 11-26-2015

COMMONWEALTH OF KENTUCKY
COUNTY OF MARSHALL, Sec.

I, Tim York, Clerk of the County Court of said County, do certify that the foregoing DEED was this 23 day of Jan, 2014, lodged in my office for record. Whereupon the foregoing and this certificate have been duly recorded in my office in Deed Book 425, page 350.

Given under my hand this 24 day of Jan, 2014.

TIM YORK, CLERK

By: Kristi Edwards, D.C.

SEND CURRENT YEAR TAX BILL TO:

RONALD SMITH
1980 SID BARNALL RD
BENTON KY 42025

This instrument was prepared by the undersigned without the benefit of a title examination and the property description and source of title herein was furnished by the Grantors and the attorney preparing this deed does not certify the accuracy of it. No party to this transaction requested the draftsman to perform a title search on the premises conveyed.

The undersigned is the draftsman only of this document and is not the person responsible for closing this transaction and the parties agree upon execution of this document that this draftsman will not be construed as a person required to report this transaction under IRC Section 6045(E) or other applicable law.

THIS INSTRUMENT PREPARED BY:
✓ PRINCE & BRIEN, P.S.C.

Robert L. Prince

ROBERT L. PRINCE
P. O. Box 466
Benton, Kentucky 42025

RECORDING OFFICE

P.O. \$ 17.00 Fee Tax \$ 37.50

Date filed 1-23-14 Time 10:50 AM

Tim York, Clerk

By: [Signature] D.C.



237149
Filed on: 1/24/2014 9:06:10 AM
Book: DEED Number: 425
Pages: 350 - 352
Dissemination: Marshall County
DC: KRISTI EDWARDS
Deed Tax: 17.50

DEED

BE IT KNOWN THAT JASON P. FREEMAN and wife, CASEY R. FREEMAN, of 1581 Slickback Road, Benton, Kentucky 42025, for and in consideration of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) cash in hand paid, receipt of which is hereby acknowledged HAVE SOLD AND HEREBY CONVEY a one-half (1/2) undivided interest unto MARKY SMITH, single, of Route 2, Benton, Kentucky 42025, his heirs and assigns forever; and a one-half (1/2) undivided interest unto RONALD SMITH and wife, SHEILA SMITH of Route 2, Benton, Kentucky 42025 jointly and equally, with title to vest in the survivor of this union; the following land lying in Marshall County, Kentucky, to-wit;

A 6.141 acre tract of land located East of Highway 1311, (A/K/A Slick Back Road) approximately 3 miles Southwest of the intersection of Highway 58 and Highway 641 in the City of Benton, Marshall County, Kentucky, and being more particularly described as follows;

Beginning at the Southwest corner of the herein described tract of land and the Southeast corner of Tract 1, said point being located 0.6 + miles South of Highway 1518 (A/K/A Galen Hiatt Road), 1230.00 + feet East of the centerline of Highway 1311 and 1200.00 feet East of the Casey Freeman Southwest corner, Deed Book 263, Page 385, and being more particularly described as follows;

- thence, North 01° 00' 26" East - 143.26 feet, creating a new division line to the said Freeman Property to a point, the Northwest corner of the herein described tract of land;
- thence, North 83° 22' 36" East - 1163.90 feet, generally along a fence and with the Houston Smith Property, Deed Book 167, Page 504 to a point;
- thence, North 06° 49' 15" West - 212.38 feet, generally along a fence and with the said Smith Property to a point, a Northwest corner of the herein described tract of land;
- thence, North 83° 49' 32" East - 293.01 feet, generally along a fence and with the said Smith Property to a point, the Northeast corner of the herein described tract of land;
- thence, South 03° 13' 02" East - 354.42 feet, generally along a fence and with the Houston Smith Property, Deed Book 206, Page 446 to a point, the Southeast corner of the herein described tract of land;

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thence, South 83° 26' 40" West - 1454.14 feet,
generally along a fence and with the James
Arnett Property, Deed Book 130, Page 261 to
the point of beginning

Being a part of the same property conveyed to Grantor's
by deed dated May 18, 1993, of record in Deed Book 263,
Page 385, Marshall County Court Clerk's Office.

This instrument was prepared by the undersigned without
the benefit of a title examination. The property
description and source of title herein, was furnished
by the Grantors, and the attorney preparing this deed
does not certify the accuracy of it.

TO HAVE AND TO HOLD unto the said MARKY SMITH, his
heirs and assigns forever a one-half (1/2) undivided interest;
and unto RONALD SMITH and wife, SHEILA SMITH, jointly and
equally, with title to vest in the survivor of this union, their
heirs and assigns forever; a one-half (1/2) undivided interest,
with "Covenant of General Warranty."

CERTIFICATE OF CONSIDERATION

The parties hereto certify the consideration reflected
in this deed is the full consideration paid for the property.
The grantees join this deed for the sole purpose of certifying
the consideration pursuant to KRS 382.135.

GIVEN under our hands this 10th day of May,
1994.

GRANTORS:

GRANTEES:

Jason P. Freeman
JASON P. FREEMAN

Marky Smith
MARKY SMITH

Casey R. Freeman
CASEY R. FREEMAN

Ronald O. Smith
RONALD SMITH

Sheila Smith
SHEILA SMITH

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STATE OF Kentucky

COUNTY OF Marshall, Sct.

The foregoing Deed and Consideration Certificate was acknowledged and sworn to before me this 10th day of May, 1994, by JASON P. FREEMAN, grantor.

My commission expires 10-1-95.

Robert L. Runce
NOTARY PUBLIC

STATE OF Kentucky

COUNTY OF Marshall, Sct.

The foregoing Deed and Consideration Certificate was acknowledged and sworn to before me this 10th day of May, 1994, by CASEY R. FREEMAN, grantor.

My commission expires 10-1-95.

Robert L. Runce
NOTARY PUBLIC

STATE OF Kentucky

COUNTY OF Marshall, Sct.

The foregoing Consideration Certificate was acknowledged and sworn to before me this 10th day of May, 1994, by MARKY SMITH, grantee.

My commission expires 10-1, 1995.

Robert L. Runce
NOTARY PUBLIC

STATE OF Kentucky

COUNTY OF Marshall, Sct.

The foregoing Consideration Certificate was acknowledged and sworn to before me this 10th day of May, 1994, by RONALD SMITH and SHELIA SMITH, grantees.

My commission expires May 23, 1996.

Jeri Williams
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY

COUNTY OF MARSHALL, Sct.

I, James R. English, Clerk of the County Court of said County, do certify that the foregoing DEED was this 13th day of May, 1994, lodged in my office for record. Whereupon the foregoing and this certificate have been duly recorded in my office in Deed Book 270, page 314.

Given under my hand this 16th day of May, 1994.

James R. English CLERK

\$12.00 Recording fee paid

\$10.00 Tax collected

5/13/94

By: Julia Kelly, D.C.

THIS INSTRUMENT PREPARED BY:
PRINCE & BRIEN, P.S.C.

Robert L. Prince

ROBERT L. PRINCE
P. O. Box 168
Benton, Kentucky 42025
(502) 527-8612
Fax No. (502) 527-0916

DEED

BE IT KNOWN THAT Terry Green and wife, Dianne Green, of 2588 Slickback Road, Benton, KY 42025, for and in consideration of Twenty Eight Thousand Dollars (\$28,000), cash in hand paid, the receipt of which is hereby acknowledged, which is the true consideration, **have sold and hereby convey** unto, One-half (1/2) undivided interest to Ronald Smith and wife, Shelia Smith, jointly and equally with right of remainder in fee simple title to the survivor of them, their heirs and assigns, whose address is 834 Vanzora Road, Benton, KY 42025; and One-half (1/2) to Mark Smith, single, his heirs and assigns, whose address is 3272 Oak Level Road, Benton, KY 42025, the following described land lying in Marshall County, Kentucky, viz:

DESCRIPTION: Being 14.289 acres of land and being a portion of that land described in DB 161, PG 508, & DB 302, PG 699 of record in the Marshall County Court Clerk's Office and is located approximately 1205' east of the east line of HWY 1311 (Slickback Road) and 0.3 miles south of Dallas Lane and approximately 3 miles southwest of Benton, Kentucky and more particularly described as follows:

BEGINNING: at a set iron pin and cap #2345 at the base of a fence corner post at the southwest corner of this tract and a northwest corner of the Smith property DB 167, PG 598; thence with a severance line N 00° 28' 14" E 465.57' along the west line of this tract to a set iron pin and cap #2345 at the northwest corner of this tract; thence continuing with a severance line S 88° 01' 06" E 1434.65' to a set iron pin and cap #2345 and tee post at the northeast corner of this tract and in the west line of the Smith property; thence S 03° 04' 47" W 28.44' along the east line of this tract and the west line of the Smith property to an offset in said east line; thence S 85° 36' 00" E 13.24' along said offset to a set iron pin at the base of a fence line corner post; thence S 00° 47' 36" W 367.36' along the east line of this tract and the west line of the Smith property to a found iron pin at the southeast of this tract and corner with the Smith property DB 167, PG 598; thence S 89° 14' 18" W 1444.33' along the south line of this tract and the north line of the Smith property to the point of beginning.

NOTE: This tract does not have public access and must be conveyed to an adjoining property owner.

This property is subject to easements and restrictions of record, if any.

Being a part of the same property conveyed to the Grantors by deed dated February 27, 1998 of record in Deed Book 302, page 699 of Marshall County Court Clerk's Office.

This conveyance is made pursuant to the following terms, covenants, and conditions:

- (a) Any tobacco base assigned to the subject tract shall be retained by the Grantors.
- (b) The Grantor retains the right to receive any crop or grain payment applicable to the subject property for the year 1998.
- (c) The 1998 ad valorem tax will be prorated between the parties, the Grantor paying one-half (1/2) and the Grantees paying one-half (1/2).
- (d) The Grantee shall be solely responsible for and pay for that survey made of the subject property and utilized for the description set forth above.
- (e) The tobacco crop on the subject property is owned by the Grantors and they retain all rights to same, together with a right of ingress and egress over the Grantees property to harvest same.

TO HAVE AND TO HOLD the same property unto the said Ronald Smith and wife, Shelia Smith jointly and equally with right of remainder in fee simple title to the survivor of them, their heirs and assigns; and Mark Smith, single, his heirs and assigns, forever with "Covenant of General Warranty."

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TO HAVE AND TO HOLD the same property unto the said Ronald Smith and wife, Shelia Smith jointly and equally with right of remainder in fee simple title to the survivor of them, their heirs and assigns; and Mark Smith, single, his heirs and assigns, forever with "Covenant of General Warranty."

CERTIFICATE OF CONSIDERATION

Pursuant to KRS 382, and under the penalties of perjury set out therein, the undersigned Grantors, Terry Green and Dianne Green, and the Grantees, Ronald Smith, Shelia Smith and Mark Smith, hereby state that the consideration stated herein is the full fair market value of the property herein described.

Given under our hands this the 13th day of July, 1998.

Terry Green
TERRY GREEN

Dianne Green
DIANNE GREEN

GRANTORS

Ronald D. Smith
RONALD SMITH

Shelia Smith
SHELIA SMITH

Mark Smith
MARK SMITH

GRANTEES

STATE OF KENTUCKY
SCT.
COUNTY OF MARSHALL

The foregoing instrument was subscribed, sworn to and acknowledged before me on this the 13th day of July, 1998, by Terry and Diane Green.

Donna M. York
NOTARY PUBLIC

My commission expires: 6-26-02

STATE OF KENTUCKY
SCT.
COUNTY OF MARSHALL

The foregoing instrument was subscribed, sworn to and acknowledged before me on this the 15 day of July, 1998, by Ronald and Shelia Smith.

Dianne M. Kendee
NOTARY PUBLIC

My commission expires: 1-19-99

STATE OF KENTUCKY
SCT.
COUNTY OF MARSHALL

The foregoing instrument was subscribed, sworn to and acknowledged before me on this the
13th day of July, 1998, by Mark Smith.

Dona M York
NOTARY PUBLIC

My commission expires: 6-26-02

THIS INSTRUMENT PREPARED BY
LOVETT & JOHNSON
ATTORNEYS AT LAW
BENTON, KY 42025

BY Martin W. Johnson
MARTIN W. JOHNSON

STATE OF KENTUCKY
SCT.
COUNTY OF MARSHALL

I, Dan Duke, Clerk of the County Court of said County, do certify that the foregoing DEED
was on the 15th day of July, 1998, lodged in my office for record. Whereupon
the foregoing and this certificate have been duly recorded in my office in Deed Book 304, page
135.

Given under my hand this the 15th day of July, 1998.

Rec. fee \$12.00 pd.
Deed Tax \$28.00 pd.

DAN DUKE, CLERK
BY: Delia Riley D.C.

DEED

BE IT KNOWN THAT Terry Green and wife, Dianne Green, of 2588 Slickback Road, Benton, KY 42025, for and in consideration of Fifty Seven Thousand Five Hundred Dollars (\$57,500), cash in hand paid, the receipt of which is hereby acknowledged, which is the true consideration, **have sold and hereby convey** unto, One-half (1/2) undivided interest to Ronald Smith and wife, Shelia Smith, jointly and equally with right of remainder in fee simple title to the survivor of them, their heirs and assigns, whose address is 834 Vanzora Road, Benton, KY 42025; and One-half (1/2) to Mark Smith, single, his heirs and assigns, whose address is 3272 Oak Level Road, Benton, KY 42025, the following described land lying in Marshall County, Kentucky, viz:

DESCRIPTION: Being 22.1332 acres of land and being a portion of that land described in DB 302, PG 699 of record in the Marshall County Court Clerk's Office and lying on the east side of HWY 1311 (Slickback Road) 0.25 miles south of Dallas Lane and being located approximately 3 miles southwest of Benton, Kentucky and more particularly described as follows:

BEGINNING: at a set iron pin and cap #2345 at the northwest corner of this tract and the southwest corner of the Lee property DB 287, PG 425; thence N 89° 35' 56" E 2658.90' (passing a found iron pin at 1205.07') along the south line of the Lee property and the Smith property to a set iron pin and cap #2345 at the northeast corner of this tract and in the west line of the Smith property DB 280, PG 382; thence S 03° 04' 47" W 428.58' along the east line of this tract and the west line of the Smith property to a set iron pin and cap #2345 at the southeast corner of this tract; thence with a severance line N 88° 01' 06" W 2398.96' (passing a iron pin and cap #2345 at 1434.65') to a found tee post in the east line of the Arnett property; thence N 01° 45' 24" E 104.60' along the east line of Arnett property to a found tee post; thence N 88° 51' 22" W 248.77' along the south line of this tract and the north line of the Arnett property to a found tee post on the east line of HWY 1311; thence N 01° 54' 33" E 217.0' along the east line of HWY 1311 to the point of beginning.

This property is subject to easements and restrictions of record, if any.

Being a part of the same property conveyed to the Grantor by deed dated February 27, 1998 of record in Deed Book 302, page 699 of Marshall County Court Clerk's Office.

This conveyance is made pursuant to the following terms, covenants, and conditions:

- (a) Any tobacco base assigned to subject property shall be retained by the Grantors.
- (b) The Grantor retains the right to receive any crop or grain payment applicable to the subject property for the year 1998.
- (c) The 1998 ad valorem tax will be prorated between the parties, the Grantor paying one-half (1/2) and the Grantees paying one-half (1/2).
- (d) The Grantee shall be solely responsible for and pay for that survey made of the subject property and utilized for the description set forth above.
- (e) The tobacco crop on the subject property is owned by Richard Reed and parties acknowledge and agree that Richard and Norma Reed are to pay the Grantees \$4,500 for their interest in same, and Richard and Norma Reed shall retain all the rights to the 1998 tobacco crop, and granted a right of ingress and egress over the Grantees property to harvest that crop.

#5

TO HAVE AND TO HOLD the same property unto the said Ronald Smith and wife, Shelia Smith jointly and equally with right of remainder in fee simple title to the survivor of them, their heirs and assigns; and Mark Smith, single, his heirs and assigns, forever with "Covenant of General Warranty."

CERTIFICATE OF CONSIDERATION

Pursuant to KRS 382, and under the penalties of perjury set out therein, the undersigned Grantors, Terry Green and Dianne Green, and the Grantees, Ronald Smith, Shelia Smith and Mark Smith, hereby state that the consideration stated herein is the full fair market value of the property herein described.

Given under our hands this the 13th day of July, 1998.

Terry Green
TERRY GREEN

Dianne Green
DIANNE GREEN

GRANTORS

Ronald O. Smith
RONALD SMITH

Shelia Smith
SHELIA SMITH

Mark Smith
MARK SMITH

GRANTEES

STATE OF KENTUCKY
SCT.
COUNTY OF MARSHALL

The foregoing instrument was subscribed, sworn to and acknowledged before me on this the 13th day of July, 1998, by Terry and Diane Green

Dona M York
NOTARY PUBLIC

My commission expires: 6-26-02

STATE OF KENTUCKY
SCT.
COUNTY OF MARSHALL


The foregoing instrument was subscribed, sworn to and acknowledged before me on this the 15 day of July, 1998, by Ronald and Shelia Smith

Dianne McHendee
NOTARY PUBLIC

My commission expires: 1-19-99


STATE OF KENTUCKY
SCT.
COUNTY OF MARSHALL

The foregoing instrument was subscribed, sworn to and acknowledged before me on this the
13th day of July, 1998, by Mark Smith.


NOTARY PUBLIC

My commission expires: 6-26-02

THIS INSTRUMENT PREPARED BY
LOVETT & JOHNSON
ATTORNEYS AT LAW
BENTON, KY 42025

BY 
MARTIN W. JOHNSON

STATE OF KENTUCKY
SCT.
COUNTY OF MARSHALL

I, Dan Duke, Clerk of the County Court of said County, do certify that the foregoing DEED
was on the 15th day of July, 1998, lodged in my office for record. Whereupon
the foregoing and this certificate have been duly recorded in my office in Deed Book 304, page
132.

Given under my hand this the 15th day of July, 1998.

Rec. fee \$12.00 pd.
Deed Tax \$57.50 pd.

DAN DUKE, CLERK

BY:  D.C.

DEED

BE IT KNOWN that Houston Smith, Trustee under Trust Agreement dated January 21, 1977, known as Trust No. 1, of Route 2, Benton, Kentucky, for and in consideration of terminating of trust and distribution of corpus to beneficiaries, has sold and does hereby convey unto Ronald Smith and Marky L. Smith, Route 2, Benton, Kentucky 42025, the following described land in Marshall County, Kentucky, viz:

TRACT NO. 1

Lot No. 1 in the agreed division of the lands of Meshack Green, dec., described as follows: Beginning at a stone in center of public road, N.W. corner of tract, and east of George Green's residence; thence S. 4° E. 29-3/5 poles to a stone with 2 hickories and 1 post oak pointers; thence N. 83° E. 108 poles to a stone; thence N. 4° W. 29-3/5 poles to a stone in public road; thence S. 83° W. with said road about 108 poles to the beginning and containing 20 acres.

ALSO: 2 acres of land off of the North end of a 10 acre tract of land conveyed to J. M. Green by M. E. McGregor and her husband, H. A. McGregor, by deed dated February 23, 1907 and recorded in Deed Book 31, page 385 of the Marshall County Court Clerk's Office, which 2 acres is bounded and described as follows: Beginning at a stake in public road which is N.W. corner of above named tract thence S. with public road and section line 10 poles and 17 links to a stake; thence Eastward 30 poles to a stake; thence Northward 10 poles and 17 links to a stake in road; thence Westward 30 poles to the beginning and lying in the N.W. part of the N.W. Qtr. of Section 18, T. 4, R-4E.

EXCEPT: Beginning at a point in the center of the Slick Back Road where the said road intersects with the Old Glade and Mayfield Road; thence in an Easterly direction for a distance of 17 rods to a stake; thence S. for a distance of 10 rods and 17 links to the line of Izella Green; thence West for a distance of 17 rods in the center of the said Slick Back Road; thence North for a distance of 10 rods and 17 links with the center of the road to the point of beginning and containing approximately 1 acre.

ALSO: Lot #2 in the agreed division of the lands of Meshack Green, dec., containing 22 acres and bounded and described as follows: Beginning at a stone with 2 hickories and one post oak pointers, S.E. corner of Lot No. 1, thence N. 83° E. 108 poles to a stone; thence S. 4° E. 32-3/5 poles to a stake; thence S. 83° W. 108 poles to a stake; thence N. 4° W. 32-2/5 poles to the beginning.

ALSO: 7-3/4 acres of land being the North half of Lot #5 in the agreed division of the lands of the said Meshack Green as shown on plat recorded with Deed in Deed Book 38, page 275 of the Marshall County Court Clerk's Office to which deed and plat reference is hereby made for a more particular description of said lot.

#6a + 6b

Sold 5 Acres
to MASON DOTSON'S
MORTGAGE

Sold 9.14 Acre to
Kip Hwy Dept.

LESS & EXCEPT the following parcels of real estate:

PARCEL A

The property conveyed by the Grantors herein to Richard B. Carroll et ux by deed dated May 23, 1973 of record in Deed Book 152, page 407 which property is more particularly described as follows:

Beginning at a point on the South side of the Old Glade-Mayfield Road, which point is the northeast corner of the Grantors' property and the northwest corner of the Galen Hiett property; thence, in a southerly direction along the West side of the Hiett property, a distance of 162 feet; thence, in a westerly direction and parallel with the road, a distance of 270 feet; thence, in a northerly direction, and parallel with the Galen Hiett land, a distance of 162 feet, to the South side of the road; thence, in an easterly direction, along the South side of the road, a distance of 270 feet to the place of beginning.

PARCEL B

The property conveyed by the Grantors herein to Richard B. Carroll et ux by deed dated January _____, 1977 of record in Deed Book 167, page 401, which property is more particularly described as follows:

Being a part of the Northeast and Northwest Qtr. of Section 18, T. 4, R. 4 E. and being further described as follows:

Beginning at a point in the West line of Galen Hiett 162 feet South of Hiett's Northwest corner, same being the Southeast corner of Richard Carroll; thence, with Hiett's West line South 1° 19' 40" East a distance of 111.77 feet to an iron pin; thence, South 85° 15' 00" West 468.00 feet to an iron pin; thence, North 1° 19' 40" West 273.77 feet to an iron pin located on the South side of Riley Road; thence, North 85° 15' 00" East and following the South side of said Road 208.00 feet to an iron pin; thence, South 1° 19' 40" East 162 feet to an iron pin; thence, North 85° 15' 00" East 260.00 feet to the point of beginning. This tract contains 2.0 acres, but is subject to any additional road right of way which may be of record.

PARCEL C

Being the property this day conveyed by the Grantors herein unto Houston Smith et ux by deed dated January 21, 1977 of record in Deed Book 167, page 499, which property is more particularly described as follows:

An 8.86 acre tract of land as surveyed by Gammel-Travis and Associates of Benton, Kentucky in January, 1977, and located approximately 3.5 miles Southwest of Benton on an unnamed county road East of Highway 1311 (Slickback Road) and West of Highway 641, and more particularly described as:

Beginning at a northernmost corner of the property being conveyed, said corner being an iron pin 660 feet East of Highway 1311 (Slickback Road), approximately 5 feet East of a corner fence post forming a driveway and 20 feet from the centerline of an unnamed county road; thence, South 89° 42' 49" East 20.00 feet, along the South right-of-way of the unnamed road, to an iron pin approximately 5 feet West of a corner fence post and said right-of-way; thence, South

0° 06' 49" East 484.01 feet along the East side of a 20 foot wide driveway, to an iron pin; thence, South 87° 19' 37" East 290.33 feet, to an iron pin 0.75 feet West of a corner fence post; thence, South 1° 00' 26" West 525.62 feet to an iron pin in a fence line at the Southeast corner of the property herein conveyed; thence, North 87° 27' 37" West 740.45 feet to an iron pin at a corner fence post; thence, North 4° 54' 30" East 524.20 feet along an existing fence, to an iron pin 0.75 feet East of a corner fence post; thence, South 85° 13' 04" East 394.50 feet to an iron pin 5.7 feet West of a corner post; thence, due North 501.00 feet, to the point of beginning.

TRACT NO. 2

A roadway 15 feet wide running North and South bounded on the West by lands now owned by Raymond Green and wife, Ovie Green, Izella Gamble and husband, Clanon Gamble, and on the East by lands now owned by Galen Hiatt, said roadway extending North and South and connecting property now owned by Carver England and wife, Dorothy Dean England, said connecting points being the Southeast corner of the said Carver England tract and the Northwest corner of a 53 acre tract, more or less.

TRACT NO. 3

Beginning at a 5/8 inch iron dowel set which is located in the Northwest corner of Tract 3 herein described, said beginning point also being located on the Galen Hiatt property line and on the Eastern edge of a 15 foot roadway which roadway was conveyed to Carver England et ux by Raymond Green, et al, on the 3rd day of August, 1963, said roadway being described in particularity as Tract No. 2 above; thence with an interior angle of 96° 44' and running East with the Galen Hiatt line for a distance of 2288.69 feet to the Pickle line; thence with an interior angle of 85° 59' and running South for a distance of 1023.0 feet to a rock corner and 10 foot roadway separating the tract herein conveyed from the Pickle property; thence with an interior angle of 92° 25' and running west with said 10 foot roadway for a distance of 2370.0 feet to a 5/8 inch iron dowel set; thence with an interior angle of 84° 52 minutes and running North for a distance of 955.60 feet to the roadway tract described as Tract 2 above; thence with an interior angle of 96° 44' and running East for a distance of 15 feet; thence with an interior angle of 263° 16' and running North for a distance of 30 feet to the point of beginning and containing 54.576 acres.

There is also conveyed herewith the existing fence and fence line property located adjacent to the 8.86 acre tract herein above excepted from Tract 1 as Parcel A. The owners have title to the said fence to be vested exclusively in the Grantee, his successors and assigns.

THERE IS EXCEPTED FROM THE ABOVE TRACTS: That property conveyed to Don Williams and Dean Williams by deed dated JAN. 6, 1978 of record in Deed Book 173 page 283 of the Marshall County Court Clerk's Office and being more particularly described as follows: A 5.00 acre tract of land located approximately 3 miles Southwest of the Benton community of Marshall County and more particularly described as: Beginning at the Northwest corner of the property herein conveyed, said corner being an existing corner fence post in the South right-of-way of an unnamed county road, and being 282.63 feet East of the Slick Back Road (Highway 1311); thence, North 86° 0' 00" East - 568.29 feet along the South right-of-way of the public road, to an existing iron pin at the Northeast corner of the property herein conveyed, same being the Northwest corner of a 20 foot driveway; thence, South 6° 11' 18" East - 500.94 feet along the West side of the 20 foot driveway, to an existing iron pin; thence, South 88°

37' 44" West - 394.35 feet along the North fence line of the Houston Smith property described in Deed Book 167, page 504 to an existing corner post; thence, North 0° 58' 30" West - 318.66 feet along the existing West line of the Dotson property described in Deed Book 72, page 170 to a corner fence post; thence, South 86° 15' 54" West - 209.05 feet along the existing fence to a corner fence post; thence, North 4° 26' 15" West - 163.31 feet to the point of beginning.

Being a part of the same property conveyed to the Grantor by E. P. Carrol et ux by deed dated January 21, 1977 of record in Deed Book 167, page 499, Marshall County Court Clerk's Office.

TO HAVE AND TO HOLD the said premises unto Ronald Smith and Marky L.

Smith, their heirs and assigns forever with "Covenant of General Warranty".

Given under my hand this the 17th day of December, 1981.

Houston Smith
HOUSTON SMITH

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing instrument was acknowledged before me this the 17th day of Dec, 1981, by Houston Smith.

Glendon Maddox
NOTARY PUBLIC

My commission expires: July 31, 1985

STATE OF KENTUCKY

COUNTY OF MARSHALL

I, James R. English, Clerk of the County Court of said County, do certify that the foregoing DEED was on the 17th day of December, 1981 lodged in my office for record. Whereupon the foregoing and this certificate have been duly recorded in my office in Deed Book No. 191, page 629.

Given under my hand this the 18th day of December, 1981.

JAMES R. ENGLISH, CLERK

BY *Fannie Ford* D.C.

THIS INSTRUMENT PREPARED BY
LOVETT, JOHNSON AND SHAPIRO
Attorneys at Law
Benton, Kentucky

By *Martin W. Johnson*
Martin W. Johnson

LOVETT,
HNSON & SHAPIRO
LAW OFFICES
BENTON, KENTUCKY

DEED

BE IT KNOWN that **HOUSTON SMITH, single**, having an address of 3272 Tom Lane Road, Benton, Kentucky 42025, "**GRANTOR**" for and in consideration of One Hundred Thousand Three Hundred Dollars (\$100,300.00) consisting of Forty Thousand Dollars (\$40,000.00) cash in hand paid being the full actual consideration, the receipt of all of which is hereby acknowledged, and equipment having a value of Sixty Thousand Three Hundred Dollars (\$60,300.00) the receipt of all of which is hereby acknowledged, has sold and hereby conveys a one-half (1/2) undivided interest unto **MARKY L. SMITH**, in fee simple title, his heirs and assigns, having an address of 6971 Oak Level Road, Benton, Kentucky 42025, and a one-half (1/2) undivided interest unto **RONALD D. SMITH**, in fee simple title, his heirs and assigns, having an address of 834 Vanzora Road, Benton, Kentucky 42025, "**GRANTEES**", the following described land lying in Marshall County, Kentucky, viz,

TRACT 1

50 acres in the northeast corner of the Southwest Quarter of Section 18, Township 4, Range 4 East, beginning at "J" a stone, John Phillips' northeast corner; thence, South 39° West, 113 poles to "I" a stone with three black oaks and 1 post oak pointer; thence, North 87-3/4° 70-1/4 poles to "T" a stake in the east line of the Quarter with 2 black oaks and one black gum pointers; thence, North 1-1/4° East, 113-1/2 poles to "K" a stone, Northeast corner of the Quarter; thence, South 87-3/4° West 72 poles to the beginning.

TRACT 2

Lot 2 in the division of the lands of John W. Phillips, deceased, containing 13 acres, beginning at the southeast corner of the homestead of said decedent a stone with one hickory and 1 black oak pointers; thence, South 88° 42 poles and 2-1/2 links to a stake with 2 hickory pointers; thence, North 1-1/4° East, 28 poles to a stake; thence, North 88° 27 poles and 15 links to a stake; thence, North 1-1/4° East, 62 poles and 5 links to _____ with side line of oak pointers; thence, North 88° East 14-1/2 poles to a stone with one black oak pointer; thence, South 1-1/4° West, 90 poles to the beginning.

TRACT 3

38/100 of an acre lying on the east side of the Slickback Road and more particularly bounded and described as follows: Beginning at the southwest corner of the tract herein conveyed in the east line of the above mentioned road, corner to Greenville Gregory; thence, North with the road for a distance of four rods; thence, East, parallel with Gregory's line for a distance of 99-1/2 rods; thence, South and parallel it the road 4 rods to Gregory's line; thence, West with Gregory's line, 9-1/2 rods to the place of beginning.

TRACT 4

Consisting of 61 acres, more or less, situated 2-1/2 miles South of Benton on the Church Grove Road, and more particularly described as follows: Beginning South 1-1/4° East 120 rods from the northwest corner of the Southeast Quarter of Section 18, Township 4, Range 4 East at "M" on the plat of the division of the lands of Alex Morgan, deceased; thence, North 1-1/4° East 60 poles and 3-3/4 links to "N"; thence, North 85° 45' East, 160-1/4 poles to a stake in the

38-00-00-026
• 14
#7a

#7

east line of the said Gilbert tract; thence, South 11' West 61-3/4 poles to "T" a stone; thence, South 86° and 18' West 161 poles to the beginning, but subject to all legal highways.

TRACT 5

A tract of land, beginning at Sid Darnall's northwest corner; thence, in a Westerly direction with Sid Darnall's north line about 20.01 rods to a stake; thence, North about 61.01 rods to a stake on Dwight Peel's south line; thence, East 20.01 rods with said Peel's line to a rock on the west line of farm owned by Federal Land Bank; thence, South 61.01 rods to the beginning and containing 8 acres.

TRACT 6

A 10 foot wide roadway off the south side of the above described property to a tract of land owned by Vida Sweet.

And being the same property conveyed to Houston Smith and Joan Smith from Bobby G. Reed et ux by deed dated February 4, 1977, of record in Deed Book 167, page 598; with the interest of Joan Smith having been conveyed (Parcel F) to Houston Smith by deed dated January 31, 1989, of record in Deed Book 235, page 652, Marshall County Court Clerk's Office.

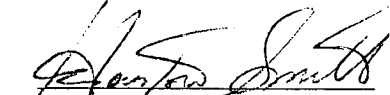
This instrument was prepared by the undersigned without the benefit of a title examination and the property description herein was furnished by the Grantors.

TO HAVE AND TO HOLD the said property a one-half (1/2) undivided interest unto **MARKY L. SMITH** in fee simple title, his heirs and assigns; and a one-half (1/2) undivided interest unto **RONALD D. SMITH** in fee simple title, his heirs and assigns, forever with "Covenant of General Warranty".

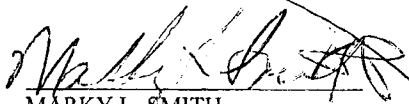
The undersigned Grantor and Grantees under penalties of perjury, pursuant to KRS Chapter 382, do hereby certify that the above stated consideration is the full and actual consideration for the property herein conveyed.

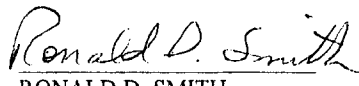
Given under our hands on this the 13th day of January, 1997.

"GRANTOR"


HOUSTON SMITH, single

"GRANTEE"


MARKY L. SMITH


RONALD D. SMITH

STATE OF KENTUCKY
COUNTY OF MARSHALL

The foregoing Deed and Certificate of Consideration were subscribed, sworn to and acknowledged before me this the 13 day of January, 1997, by Houston Smith, single, Grantor.

Cheryl A. Guzman
Notary Public

My Commission expires: May 25, 1999

STATE OF KENTUCKY
COUNTY OF MARSHALL

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me this the 13 day of January, 1997, by Marky L. Smith and Ronald D. Smith, Grantees.

Cheryl A. Guzman
Notary Public

My Commission expires: May 25, 1999

This Instrument Prepared By:

GEORGE E. LONG II LAW OFFICE
908 Poplar, Benton, KY 42025

[Signature]

STATE OF KENTUCKY
COUNTY OF MARSHALL

I, DAN DUKE, Clerk of the aforesaid County Court, do certify that the foregoing Deed was on the 14th day of Jan., 19 97, lodged in my office for record. Whereupon the foregoing and this Certificate have been duly recorded in my office in Deed Book 292, page 390.

Given under my hand this the 14th day of Jan., 19 97.

Recording fee \$12.00 pd.
Deed Tax \$100.50 pd.

DAN DUKE CLERK
By [Signature] D. C.



1014200
Filed on:12/06/2017 1:55:56 PM
Book: MISC Number: 160
Pages: 599 - 626
Tim York, Marshall County
DC: KRISTI EDWARDS
Deed Tax: \$0.00