

DEED

BE IT KNOWN that **JONATHAN AURORA ACTION COMMITTEE, INC.**, a dissolved Kentucky corporation, having an address of 16191 US Highway 68 East, Benton, Kentucky 42025, "**GRANTOR**" for and in consideration of winding up the corporation's affairs hereby conveys unto **MARSHALL COUNTY FISCAL COURT**, in fee simple title, its successors and assigns, "**GRANTEE**", whose address is 1101 Main Street, Benton, Kentucky 42025, the following described land lying in Marshall County, Kentucky, viz,

Beginning at an iron pin in the north line of U.S. Highway 68 at the southeast corner of the Dale Leneave property, same being located near the intersection of U.S. Highway 68 and Kentucky Highway 80; thence, North 6° West 393.1 feet to an iron pin; thence, North 12° 50' East 322.5 feet to an iron pin; thence, North 85° East 480.5 feet to an iron pin; thence, due South 679.3 feet to an iron pin; thence, South 82° 55' West on a chord of curve 520.58 feet on chord and 523 feet on arc to the place of beginning, subject to the restriction that during the ownership of the property by Jonathan Aurora Action Committee, Inc., the property shall be used only for the purpose of The Jonathan Aurora Community and Park Area, and said property shall not be used during such ownership for any commercial purpose, including a motel, hotel, restaurant, gift shop, grocery store or other commercial activity, other than such special events as Jonathan Aurora Action Committee, Inc. has in the past participated in on said premises. A violation of this restriction shall enable W. W. Barnhart, his children or his grandchildren to purchase said real estate for the sum of Twenty Thousand Dollars.

Also subject to the restriction that there shall be no building, sign, tree or bush in or on the premises hereinafter described nor shall there be any disturbance of the normal lay of the land on the following described premises:

Beginning at the iron pipe at the southwest corner described in the aforesaid description of the premises to be purchased; thence, running Eastwardly along the right-of-way line of the highway a distance of 75 feet; thence, in a straight line northwesterly to a point 75 feet northerly of the beginning point in the west line of the premises above described; thence, Southwesterly in a straight line to a point in the right-of-way line of the highway 125 feet Westerly of the place of beginning; thence, in an Easterly direction along said right-of-way line 125 feet to the place of beginning.

Subject to the reservation by William W. Barnhart in the coal, oil and other mineral rights in and under said real estate and the conditions, stipulations, covenants and restrictions as set out in that deed dated July 27, 1992, of record in Deed Book 258, page 472, Marshall County Court Clerk's Office.

And being the same property conveyed to Jonathan Aurora Action Committee, Inc. from William W. Barnhart by deed dated July 27, 1992, of record in Deed Book 258, page 472, Marshall County Court Clerk's Office. Jonathan Aurora Action Committee, Inc. was administratively dissolved on September 28, 2013. This Deed is being executed pursuant to KRS 271B.14-050 for the purposes of winding up the company's affairs.

TO HAVE AND TO HOLD the said property unto the said **MARSHALL COUNTY FISCAL COURT**, in fee simple title, its successors and assigns, forever with "Covenant of Special Warranty" .

The undersigned Grantor and Grantee 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. Pursuant to the records of the Property Valuation Administrator, the property has an estimated fair cash value of \$36,500.00.

Given under our hands on this the _____ day of _____, 2018.

"GRANTOR"

JONATHAN AURORA ACTION COMMITTEE, INC.

By _____
Title

STATE OF KENTUCKY

COUNTY OF MARSHALL

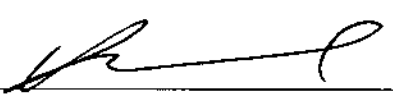
The foregoing Deed and Certificate of Consideration were subscribed, sworn to and acknowledged before me this the _____ day of _____, 2018, by Jonathan Aurora Action Committee, Inc., by and through _____, whose title is _____, Grantor.

Notary Public

My Commission expires: _____

"GRANTEE"

MARSHALL COUNTY FISCAL COURT


By 

KEVIN NEAL, JUDGE EXECUTIVE

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me this the 15 day of May, 2018, by Kevin Neal, Judge Executive of Marshall County Fiscal Court, Grantee.



Notary Public #575168

My Commission expires: 04/09/2021

This Instrument Prepared By:

JEFFREY G. EDWARDS
Marshall County Attorney
80 Judicial Drive, Unit 130
Benton, Kentucky 42025

In-care-of Address for Tax Bill:

Marshall County Fiscal Court
1101 Main Street
Benton, Kentucky 42025

Jeffrey G. Edwards

STATE OF KENTUCKY

COUNTY OF MARSHALL

I, _____, Clerk of the aforesaid County Court, do certify that the foregoing Deed was on the _____ day of _____, 20____, lodged in my office for record. Whereupon the foregoing and this Certificate have been duly recorded in my office in Deed Book _____, page _____.

Given under my hand this the _____ day of _____, 20_____.

_____CLERK

By _____D. C.

WARRANTY DEED

THIS DEED MADE this 27TH day of July, 1992, between WILLIAM W. BARNHART, a widower and not remarried, of Paris, Illinois, Grantor, and JONATHAN AURORA ACTION COMMITTEE, INC., of Aurora, Kentucky, Grantee.

WITNESSETH, that for and in full consideration of \$20,000.00, the receipt whersof is hereby acknowledged, Grantor does hereby sell and convey unto Grantee the following described real estate, located in Marshall, County, Kentucky:

Beginning at an iron pin in the north line of U.S. Highway 68, at the Southeast corner of the Dale Leneave property, same being located near the intersection of U.S. Highway 68 and Kentucky Highway No. 80; thence North 6° West 393.1 feet to an iron pin; thence North 12° 50' East 322.5 feet to an iron pin; thence North 85° East 480.5 feet to an iron pin; thence due South 679.3 feet to an iron pin; thence South 82° 55' West on a chord of curve 520.58 feet on chord and 523 feet on arc to the place of beginning, subject to the restriction that during the ownership of the property by Jonathan Aurora Action Committee, Inc., the property shall be used only for the purpose of The Jonathan Aurora Community and Park Area, and said property shall not be used during such ownership for any commercial purpose, including a motel, hotel, restaurant, gift shop, grocery store, or other commercial activity, other than such special events as Jonathan Aurora Action Committee, Inc. has in the past participated in on said premises. A violation of this restriction shall enable W. W. BARNHART, his children, or his grandchildren to purchase said real estate for the sum of Twenty Thousand Dollars. Also subject to the restrictions that there shall be no building, sign, tree or bush in or on the premises hereinafter described nor shall there be any disturbance of the normal lay of the land on the following described premises:

See previous deed

Beginning at the Iron pipe at the Southwest corner described in the aforesaid description of the premises to be purchased; thence running eastwardly along the right of way line of the highway a distance of 75 feet; thence in a straight line northwesterly to a point 75 feet northerly of the beginning point in the west line of the premises above described; thence Southwesterly in a straight line to a point in the right of way line of the highway 125 feet westerly of the place of beginning; thence in an easterly direction along said right of way line 125 feet to the place of beginning.

Grantor reserves the coal, oil, gas and other mineral rights in and under said real estate.

being the same real estate conveyed by VICTOR ROSS and others to WILLIAM W. BARNHART and ISOLDE K. BARNHART, by deed dated June 12, 1964, and recorded in Deed Book No. 114, Page 297, in the Office of the Clerk of Marshall County, Kentucky. To have and to

Mineral rights were not reserved in previous deed

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hold, said real estate, with its appurtenances unto said Grantee, its heirs and assigns forever with covenants of general warranty and said Grantor further covenants with said Grantee, its heirs and assigns, that said Grantor is lawfully seized of said real estate in fee simple and has full right of power to convey the same and that said land is free from all incumbrances.

This conveyance is also subject to the following covenants and restrictions:

1. If Grantee decides to convey this real estate during the lifetime of Grantor and Grantor's children and grandchildren, Grantee shall not convey any interest in this real estate without first offering the property in writing, to Grantor, Grantor's children and grandchildren, at a purchase price of \$20,000.00, plus improvements at original cost. Grantee shall have the right to remove any improvements Grantee has placed upon the premises (provided there is no remaining balance then due under a non-purchase money mortgage to which the Grantor, his children or grandchildren have consented under Paragraph 4 below), but then is to return the premises to their present condition, or Grantee may leave the improvements on said premises. Grantor shall within 90 days after receiving written notice inform Grantee as to whether or not Grantor wishes to repurchase the real estate upon the above terms and if Grantor does not desire to so purchase, then Grantee is free to sell on the open market.

2. In the event of the exercise of the \$20,000.00 option to purchase, payment of the option price is first to be applied to the balance of any mortgage or other lien and the normal real estate taxes.

3. The giving of a purchase money mortgage shall not allow Grantor to exercise the above repurchase option.

4. Grantee is restricted from placing any mortgage upon said real estate, other than a purchase money mortgage, without the written consent of Grantor or Grantor's children or Grantor's grandchildren.

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5. The title to said real estate on reconveyance to Grantor, Grantor's children or Grantor's grandchildren under the above option shall be free and clear of any liens except a purchase money mortgage and real estate taxes, and a mortgage consented to by Grantor, Grantor's children or Grantor's grandchildren.

6. In the event of a default of any mortgage given by Grantee and upon the filing of a foreclosure suit upon said mortgage, the title to the above real estate is to revert to Grantor, his heirs, devisees, successors and assigns, subject to the terms of any such mortgage.

IN WITNESS WHEREOF, Grantor has hereunto set his hand on the day and date first above written.

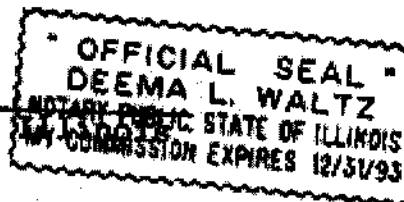
William W. Barnhart
WILLIAM W. BARNHART

STATE OF ILLINOIS)
County of Edgar) ss.

I, the undersigned Notary Public, in and for said County, in the State aforesaid, do hereby certify, that the foregoing Deed from WILLIAM W. BARNHART, a widower and not remarried, to JONATHAN AURORA ACTION COMMITTEE, INC. was on the _____ day of _____, 1992, acknowledged before me in due form of law by said WILLIAM W. BARNHART, a widower and not remarried, party thereto, to be his act and deed, the same is certified to the proper office for record.

Given under my hand this the 27 day of July, 1992.

Deema L. Waltz
Notary Public, Edgar County,



CERTIFICATE OF CONSIDERATION

BEING FIRST DULY SWORN, the undersigned state that the consideration set forth in the foregoing Deed is true and correct and is the full consideration paid for the above described property.

William W. Barnhart
WILLIAM W. BARNHART, Grantor

Carlina Miller Pres. JAAC
Grantee or Agent

STATE OF ILLINOIS)
County of Edgar) ss.

The foregoing Certificate of Consideration was signed and sworn to before me by William W. Barnhart this 27 day of July, 1992.

Deema L. Waltz
Notary Public

OFFICIAL SEAL
DEEMA L. WALTZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/93

STATE OF KENTUCKY)
County of Marshall) ss.

The foregoing Certificate of Consideration was signed and sworn to before me by Carlena Miller, an Officer or Agent of Jonathan Aurora Action Committee, Inc., this 6th day of August, 1992.

Mark A. Row
Notary Public

STATE 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 on the 28th day of August, 1992, lodged in my office for record. Whereupon the foregoing and this certificate have been duly recorded in my office in Deed Book No. 258, Page 472.

Given under my hand this the 28th day of August, 1992.

JAMES R. ENGLISH CLERK

\$12.00 RECORDING FEE PAID
\$20.00 DEED TAX PAID
08/28/92

By Gail Story D.C.

Wayne S. Jones
THIS DOCUMENT PREPARED BY:
Wayne S. Jones
JONES & JONES LAW OFFICES, P.C.
110 E. Washington, P.O. Box 8
Paris, Illinois 61944

MAIL TAX STATEMENT TO:
Jonathan Aurora Action
Committee, Inc.
Box 491-A
Aurora, Kentucky 42048

706 Shaw Ave
Paris Ill.
BE IT KNOWN THAT

Victor Ross, Widower, Mildred Leneave and husband Dale Leneave and Majorie Ross, Single

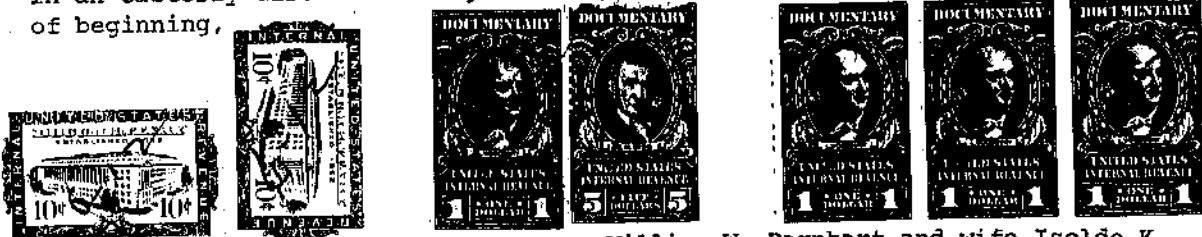
of Marshall County, Kentucky, for and in consideration of

Ten (\$10) Dollars cash in hand paid and other valuable considerations not herein mentioned, receipt of which is acknowledged and the further consideration of one (1) Promissory Note of even date herewith in the amount of \$8,500 due and payable January 15, 1965, without interest, payable to Robert Leneave, Attorney-in-Fact for Victor Ross,

have sold and hereby convey unto William W. Barnhart and wife Isolda K. Barnhart, jointly and equally with right of remainder in fee simple title to the survivor of them, the following described land lying in Magisterial District No. Marshall County, Kentucky, viz.

Beginning at an iron pin in the north line of U. S. Highway 68, at the southeast corner of the Dale Leneave property, same being located near the intersection of U. S. Highway 68 and Kentucky Highway No. 80; thence North 6° West 393.1 feet to an iron pin; thence North 12° 50' E. 322.5 feet to an iron pin; thence N. 85° E. 480.5 feet to an iron pin; thence due South 679.3 feet to an iron pin; thence South 82° 55' W. on a chord of curve 520.58 feet on chord and 523 feet on arc to the place of beginning and being a part of the same property conveyed to Victor Ross et ux by Gregory & Henderson by deed dated September 13, 1918, of record in Deed Book 43, page 276, Marshall County Court Clerk's Office; and conveyance to Victor Ross et ux by Dale Leneave et ux by deed dated August 9, 1932 of record in Deed Book 92, page 428, Marshall County Court Clerk's Office, and said property being inherited by the grantors by Beulah Ross, deceased, as shown by Affidavit of Descent of record in Deed Book 114 page) 296 Marshall County Court Clerk's Office.

Grantors Dale Leneave and wife Mildred Leneave and the Grantees do hereby agree that they shall not permit any obstruction, buildings, signs, trees or bushes, but the normal lay of the land shall not be disturbed in or on the premises described as follows, to wit: Beginning at the iron pipe at the southwest corner described in the aforesaid description of the premises to be purchased, thence running eastwardly along the right of way line of the highway a distance of 75 feet; thence in a straight line northwesterly to a point 75 feet northerly of the beginning point in the west line of the premises above described, thence Southwesterly in a straight line to a point in the right of way line of the highway 125 feet westerly of the place of beginning, thence in an easterly direction along said right of way line 125 feet to the place of beginning,



TO HAVE AND TO HOLD the said property unto the said William W. Barnhart and wife Isolda K.

Barnhart, jointly and equally with right of remainder in fee simple title to the survivor of them, their heirs and assigns forever with "Covenant of General Warranty." A lien is retained upon

the property hereby conveyed to secure the payment of note above mentioned for unpaid purchase price.

Given under our hand and seal this the 12 day of June 19 64

Dale Leneave
Mildred Leneave
x Majorie Ross

Robert Leneave
Victor Ross, by and through Robert Leneave, Atty-in-Fact (See Misc Book 8 page 492 Mar. Co.Ct. Clerk's Of.

STATE OF KENTUCKY,

Sct.

COUNTY OF MARSHALL

I, H. H. Lovett Jr a Notary Public of said County, do hereby certify that the foregoing DEED from Victor Ross, Widower et al to William W. Barnhart et ux

was on the 12 day of June 19 64 acknowledged before me in due form of law by said Victor Ross, Widower by and through Robert Leneave, Attorney-in-Fact, Mildred Leneave and husband Ross Dale Leneave and Majoria Ross, Single, part ies thereto, to bethair act and deed. the same is certified to the proper office for record.

Given under my hand this the 12 day of June 19 64



H. H. Lovett Jr
Notary Public, Marshall County, Kentucky.

My Commission expires Jan 15 19 66

This instrument Prepared by
LOVETT, LOVETT, & LOVETT
Attorneys
Benton, Kentucky

By H. H. Lovett Jr

STATE OF KENTUCKY,

Sct.

COUNTY OF MARSHALL

I, W. J. Brien, Jr Clerk of the County Court of said County, do certify that the foregoing DEED was on the 12 day of June 19 64 lodged in my office for record. Whereupon the foregoing and this certificate have been duly recorded in my office in Deed Book No. 114 Page 297

Given under my hand this the 17 day of June 19 64

W. J. Brien, Jr Clerk
By Josephine Clayton D. C.

TIMBER DEED

For the consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) cash in hand paid, the receipt of which is hereby acknowledged, we, Namon Hunt and wife, Naomi Hunt, have this day bargained and sold and convey unto T. J. Moss Tie Company, a Corporation, its successors and assigns, all merchantable timber, trees and logs of every specie, kind and description, should it measure as much as 12 inches in diameter, or more, at the point that is 12 inches above the ground. The timber herein conveyed being upon the real estate located in Marshall County, Kentucky, and described as follows:

Lot No. 3 in the division of the home tract of J. L. Harrison, bounded and described as follows: Beginning at a stake in the Northeast line of the tract where the Lot No. 1 of the Bome tract corners with the lands of G. C. Harrison; thence North 43 degrees West 1845-1/2 feet with the Northeast line of the tract to the center of the old Curd road leading from Wadesboro to the mouth of Jonathan creek; thence with the said roas with its meanders as follows: South 50 degrees West 100 feet, South 47 degrees West 600 feet South 51 degrees West 132 feet South 11 degrees West 268 feet