



057832-03 12 AUG 2003 08:47:48am



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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

recjmw

CORRECTION SPECIAL TRUSTEE'S WARRANTY DEED

THIS DEED, made and entered into this 29th day of July, 2003, by and between U.S. Bank, N.A. (formerly Mercantile Bank of Springfield) Springfield, Missouri, not individually, but solely in its fiduciary capacity as Trustee of a Trust Agreement executed by David M. Gardner and Edrie L. Gardner dated 03/09/93, as amended Grantor, and the Conservation Commission of the State of Missouri, grantee.

Mailing address of Grantee is: P.O. Box 180, Jefferson City, MO 65102



GRANTOR warrants that it is the duly appointed, qualified and currently acting Trustee under Agreement, as amended as aforesaid, and that such Agreement and all the powers contained therein, including those hereinafter described, remain in full force and effect, and that Trust Grantor did not alter, nor revoke said Agreement, nor amend it, except as aforesaid, and did not request withdrawal from the Trust of the hereinafter described real estate; and

GRANTOR further warrants that the Trust Grantor, David M. Gardner died on 102/05/97; and that the Trust Grantor, Edrie L. Gardner died on 11/29/02 and that the trust became irrevocable on that date.

GRANTOR warrants that the provisions of the aforesaid Agreement, as amended as aforesaid, states as follows:

Article IV, Section B, 6: Upon the death of the surviving Grantor...the real estate located presently beyond the City Limits of Springfield consisting of approximately 63.39 acres...shall be distributed to the conservation Commission of the State of Missouri...

GRANTOR further warrants that there are no other provisions in said Agreement, or any amendments thereto (if any), which limit provisions in said Agreement, or amendments thereto, by which Trust Grantor retained or gave to any other person or organization the right to negate, consent or approve of the conveyance by Trustee of the real estate hereinafter described.

NOW THEREFORE, Grantor, does, by these presents, grant, bargain, transfer, convey, and confirm to Grantee in accordance with Article IV, B, 6 of the trust, the following described land situated in the County of Greene, State of Missouri, to-wit:

All of the West 1/2 of Lot 1 of the NW 1/4 of Section 1, Township 28 North, Range 21 West, Greene County, Missouri, except the West 5 acres; also that part of the East 6 1/2 acres of the West 1/2 of Lot 2 of said NW 1/4 lying south of the center of James River; also that part of the East 1/2 of Lot 2 of said NW 1/4 lying South of the center of James River; also that part of the West 1/2 of Lot 2 of the NE 1/4 Section 1, Township 28 North, Range 21 West, lying south of the center of James River, or the South channel of James River in that portion which is divided by an island, containing 63.39 acres more or less.

Also an easement for ingress and egress beginning at the Northwest Corner of Lot 14, Stonegate Estates, a recorded subdivision in Greene County, Missouri, thence S 87°24'05"E along the north line of said Lot 14 a distance of 24.19 feet; thence S07°51'47"E a distance of 41.79 feet to the easterly right-of-way line of Farm Road 199' thence N37°38'41"W along said easterly right-of-way line a distance of 53.83 feet to the Point of Beginning.


This Correction Special Trustee's Warranty Deed is intended to correct the legal description in the Special Trustee's Warranty Deed recorded in Book 2003, Page 011380-03 on February 24, 2003, Greene County Recorder's Office, Greene County, Missouri.

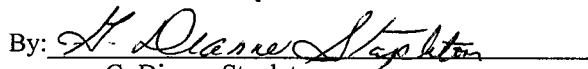
TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging unto the Grantee and their heirs, successors, and assigns forever, the said U.S. Bank, N.A., Springfield, Missouri, Trustee hereby covenanting that it will warrant and defend the title to the premises hereby conveyed unto the Grantee and to their heirs, successors, and assigns against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof by, through or under it as such Trustee, but not otherwise, except for taxes for the year 2003 and thereafter and any restrictions, easements, reservations, zoning laws or ordinances of record, and any facts which an accurate survey may show, it being understood that the duty to warrant and defend attaches only during the continuance of said Trust, during the time U.S. Bank, N.A., Springfield, Missouri, is serving as Trustee, and only to the extent of the assets in the Trust from time to time.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this instrument to be executed the day and year first above written.

ATTEST:

U.S. BANK, N.A.


Becky Bonner

By: 
G. Dianne Stapleton
Not individually but solely in its capacity as
Trustee under Agreement with David M. Gardner and
Edrie L. Gardner dated 03/09/93, as amended

CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI

SS

COUNTY OF GREENE

On this 29th day of July, 2003, before me a Notary Public, duly qualified for and residing within said County and State, personally appeared G. Dianne Stapleton, to me personally known, who being by me duly sworn on her oath, did say that she is a Trust Officer of U.S. Bank, N.A., Springfield, Missouri and that said corporation has no corporate seal, and that instrument was signed on behalf of said Corporation by authority of its Board of Directors, and said Trust Officer acknowledged such instrument to be the free act and deed of said Corporation in its fiduciary capacity.


Kelly J. Snider, Notary Public

My Commission Expires: 9/20/04

