

Eberl, Stacy L.

From: -Info-Public Service Commission
Sent: Monday, May 4, 2020 8:06 AM
To: Eberl, Stacy L.
Subject: FW:
Attachments: letter to public utilities commission.docx

From: Denise Marcellais <djmarcellais92@gmail.com>
Sent: Friday, May 1, 2020 3:46 PM
To: -Info-Public Service Commission <ndpsc@nd.gov>
Subject:

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Here is the letter format
My address is PO Box 1781, Belcourt, ND 58316.

I will forward the information on the land from the Williams County Recorders Office and from OE2 emails provided to me.

If there is anything else we need to provide know. Thank you

Denise Marcellais
701.278.5461

5-1-2020

To whom it may concern of the Public Utilities Commission:

It is our request the foregoing of the gas processing plant OE2 is attempting to be put on 154-104-27 be discontinued until the land investigation is complete. Please find the land information attached to this email through this letter we are submitting.

As Native Americans and as landowners in this section we have some land issues that we feel need to be addressed prior to the construction of the gas processing plant.

The documentation that will be attached will identify discrepancies in the original Patent information between the Williams County Recorders office and the Guaranty Title Company. We are currently having the Bureau of Indian Affairs office researching this and because we were not notified at all prior to all of this we have not had the time to research. Our land is adjacent to the land base being investigated. Due to an incorrect address that was not for our BIA Office but for the office in Newtown, ND, causes a delay in time.. I don't know who's responsibility it is to keep addresses updated in the Land Office, but due this discrepancy we should be allowed ample time to reply.

Please find this letter delivered via email with documents forwarded via email from OE2 and the Williams Recorder Office. Upon the outcome of the BIA Office located in Belcourt, ND investigation we hope you will accommodate our wishes.

Thank you for your time and consideration in this matter. If there are any questions or concerns please contact me via email or 701-278-5461.

Denise Marcellais

Indian Trust Land: 154-104-27: (NE 1/4)

154-104-27: E 1/2 NE 1/4, Lot 1, Lot 2 (less parts)

154-104-27 part in Lot 1

Inst.	Book	Page	GRANTOR	GRANTEE	Cts.
Indian deed	75	530	Centric Marion	Wm. Co	5.53
W.D.	82	270	Charles N. Bain	"	1.09 a
G.C.D.	82	549	Wm. Co	St. of N.D.	1.09 a
Deed	83	367	Centric Marion	Charles N. Bain	1.09 a
W.D.	83	368	Charles N. Bain	B. R. Budy	6.71
Deed	89	345	Wm. Co	Wm. Co	
W.D.	91	411	B. R. Budy	Emil Christensen	
G.C.D.	92	572	Wm. Co	"	
Pat.	93	26	Wm. Co	Centric Marion	9.33 a
G.C.D.	143	401	Wm. Co.	Chas. N. Bain	9.33 a

Remainder -

Chattel	Inst.	Bk. Page	Grantor	Grantee	\$ Cts.
W.D. 10/10/10	Indian				9.33
	Deed	75-530	Centric Marion	Wm. Co	25,334.50
	W.D.	82-270	Charles N. Bain	"	1.09 a
	G.C.D.	82-549	Wm. Co.	State of N.D.	1.09
34.66 a m	Deed	89-345	Auditor 10-2-45	Wm. Co.	34,66 a
34.66 a m	Deed	89-345	Auditor 10-16-47	Wm. Co.	34,66 a
6.71	Deed	83-367	Centric Marion	Emil Christensen	143.92
9.33 a	Pat.	93-26	Wm. Co	Centric Marion	9.33 a
9.33 a	G.C.D.	143-401	County of Adams	Chas. N. Bain	9.33 a

Book 75 Page 530

Doc. No. 189879

INDIAN DEED--Non-Competent LANDS.

249 93041-1924

THIS INDENTURE, Made and entered into this 19th day of December, one thousand nine hundred and twenty-four, by and between

Beatrice Marion, now Mrs. Israel Azure, of Belcourt, North Dakota, non-competent Turtle Mountain Chippewa Indian, party of the first part

and the County Commissioners of Williams County, North Dakota of Williston, North Dakota non competent deceased, a Turtle Mountain Chippewa Indian, part of the first part, and the County Commissioners of Williams County North Dakota, party of the second part;

WITNESSETH That said party of the first part, for and in consideration of the sum of Five hundred twenty-three and 5/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said party of the second part the following described real estate and premises situated in Williams County, State of North Dakota to-wit:

a tract of land lying within lot 1 of section 27, township 154 north, range 104 west of the fifth principal meridian, State of North Dakota; said tract being described as follows. Beginning at a point 33 feet south from the north-west corner of Government Lot No. 1, in section 27, township 154 North, Range 104 west of the fifth principal meridian; thence running south parallel to the Montana and North Dakota State Boundary Line 965.45 feet; thence south 77°03' east 763.80 feet, thence 33 feet radially from and concentric with a 15° curve to the left 291.82 feet to the east line of said Government Lot No. 1; thence north along said east line 1098.26 feet to a point 33 feet south of the north line of said section 27; thence west and parallel to said north line 1026.96 feet to the place of beginning, and containing 25.33 acres, more or less, and a tract of land lying within NE 1/4 of section 27, township 154 north, range 104 west of the fifth principal meridian, North Dakota, said tract being described as follows: Beginning at a point 33 feet south and 465.2 feet west from the northwest corner of section 27, township 154 north, Range 104 west of the fifth principal meridian; running thence in a southwesterly direction 33 feet radially from and concentric with 15° curve to the right 384.45 feet, thence tangentially from said curve South 26°53' west 823.57 feet, Thence 33' radially from and concentric with 15° curve to the right 261.91 feet to the west line of said NE 1/4 of section 27; thence north 1098.26 feet to a point 33 feet south of the north line of said section 27; thence east 754.8 feet to the place of beginning, and containing 9.33 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging. And the said party of the first part, for herself and her heirs, executors, and administrators, does hereby covenant, promise, and agree to and with the said party of the second part, her heirs and assigns, that she will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under her only.

To have and to hold said described premises unto the said party of the second part their heirs, executors, administrators, and assigns forever.

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

Witnesses: Oscar Hjilt F.A.Foley

Beatrice Marion (Seal) Now Mrs. Israel Azure (Seal) Israel Azure (Seal) (Seal) (Seal) (Seal)

STATE OF NORTH DAKOTA)ss County of Rolette

BE IT REMEMBERED, That on this 19th, day of Decmeber, A.D. 1924, before the undersigned a notary public in and for the County and State aforesaid, personally appeared Beatrice Marion, now Mrs. Israel Azure, to me personally known to be the identical person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(Seal)

Notary Public My commission expires July 28-1925.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFIARS, Jan. 10, 1925.

The within deed is respectfully submitted to the Secretary of the Interior with the recommendation that it be approved.

C.F.Hauke Chief Clerk Department of the Interior, Jany.19,1925

The within deed is hereby approved.

F.M.Goodwin Assistant Secretary

DEPARTMENT OF INTERIOR OFFICE OF INDIAN AFFIARS Washington, Oct. 5-1929 19.

I, C.J.Rhoads, Commissioner of Indian Affiars, do hereby certify that the papers hereto attached are true copies of the originals as the same appear of record in this Office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and caused the seal of this office to be affixed on the day and year first above written.

(U.S.Seal of Indian Affairs)

C.S.Rhoads, Commissioner

Transfer entered this 12 day of Oct. 1929. F.A.Hoare Auditor of Williams Co., N.D. (Co.Aud. Seal). Deputy M.S.McMillen

Filed for record the 12 day of October 1929 at 10:40 o'clock A.M., and was duly recorded in Book 75 of Deeds, on page 530. O.O.Huseby, Register of Deeds. (R. of D. Seal) A.M.I.

0 of 1154

City of Williston, in said County of Williams, by or under the direction of the Sheriff of said County of Williams, or his deputy;

AND WHEREAS, Said Sheriff, in pursuance of the judgment of said court, and by virtue of a writ issued to him out of the office of the Clerk of said Court, and under the seal thereof, directing the sale of said real property pursuant to said judgment and decree, did on the 13th day of March 1937, at two o'clock in the afternoon of said day, having given public notice of the time and place of such sale, according to the course and practise of this court and the law relative to sale of real property under execution, sell the above described premises to The Federal Land Bank of Saint Paul, for the sum of One Thousand Eight Hundred Thirty-one Dollars, and three cents (\$1831.03)

AND WHEREAS, The court having carefully examined the proceedings of said sheriff, did make an order confirming said sale, and directed that said sheriff make to said purchaser a deed of such property, at the expiration of one year from the day of sale, unless the same be redeemed as provided by law.

AND WHEREAS, The time has expired for the redemption of said premises, and no redemption from such sale has been made, and the party of the second part, is the owner and holder of said certificate of sale. THEREFORE, THIS INDENTURE WITNESSETH: That the said H. C. Helle, sheriff aforesaid, party of the first part, in order to carry into effect the sale so made in pursuance of the order and judgment of said court, and in conformity to the statute in such case made and provided, has bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part the following described piece or parcel of land situate in the County of Williams and State of North Dakota, to-wit:

The Southwest Quarter of Section Numbered Fourteen in Township Numbered One Hundred Fifty-seven North of Range Numbered Ninety-five West of the Fifth Principal Meridian,

together with all the appurtenances and improvements thereunto belonging or in anywise appertaining to the said party of the second part.

TO HAVE AND TO HOLD ALL and singular the premises above mentioned and described and hereby conveyed to the said party of the second part, its successors and assigns forever.

IN TESTIMONY WHEREOF, The party of the first part, as sheriff aforesaid, has hereunto set his hand the day and year first above written.

Signed and Delivered in the Presence of:
Rev. Stamp \$2.00 HCH 4/28

H. C. Helle
Sheriff of Williams County, North Dakota.

STATE OF NORTH DAKOTA,
County of Williams)ss:

On this 28th day of April in the year One thousand nine hundred and Thirty eight, before me a notary public within and for said county and state, personally appeared H. C. Helle, Sheriff of Williams County, North Dakota, known to me to be the person who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same.

(N. P. Seal)

Peter J. Erickson
NOTARY PUBLIC, Williams County, North Dakota
My Commission expires Nov. 21, 1940

Delinquent Taxes paid, and transfer entered this 23 day of Feb 1940 Morten Mortenson Auditor of Williams Co., N. Dak. (Co. Aud. Seal)

Filed for record the 23 day of Feb. A.D. 1940, at 10:16 o'clock A.M., and duly recorded in Book 82 of Deeds on page 269. O. O. Huseby, Register of Deeds (R of D Seal) NLH

DOC. NO. 212812

WARRANTY DEED

THIS INDENTURE, Made this 20 day of January in the year of our Lord One Thousand Nine Hundred and Thirty Eight, between

Charles N. Bain whose postoffice address is Bainville, Montana party of the first part,

and

Williams County whose postoffice address is Williston, North Dakota party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Forty Two and 75/100 DOLLARS, to him in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors heirs and assigns, FOREVER, all those tracts or parcels of land and real estate lying and being in the County of Williams and State of North Dakota, described as follows, to-wit:

Parcel # 1 - All that portion of Lot # 1 of Section 27. Twp. 154 N. Range 104 W., lying within a strip of land, said strip being 130 ft. wide, lying 65 ft. on each side of the following described centerline.

Beginning at a point 1003.0 ft. South of the NW corner of said Lot # 1 of Sec. 27 as measured along the Montana-North Dakota boundary line, said point being on the relocated centerline of the state Highway as surveyed and staked over and across said lot # 1 of Sec. 27. Thence running S. 76° 17' E 150.0 ft. Thence along a tangential 1 degree curve to the left 929.0 ft. to the east line of said Lot #1 of Sec. 27. Excepting therefrom all that portion lying West of the East boundary line of Camp St. Charles and all that portion heretofore acquired for public highway purposes. Tract contains 1.09 acres, more or less. Approaches through Camp of St. Charles be constructed at no expense to owner.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part its heirs and assigns, FOREVER. And the said Charles N. Bain party of the first part, for his heirs, executors and administrators, does covenant with the party of the second part, its successors heirs and assigns, that he is well seized in fee of land, real estate and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances, and the above bargained and granted land and premises in the quiet and peaceable possession of said party of the second part, its successors heirs and assigns against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will warrant and defend.

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

Signed and Delivered in Presence of
Morten Mortenson
Martha Slette

Charles N. Bain

STATE OF NORTH DAKOTA,
County of Williams)ss:

On this 20th day of January in the year 1938, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles N. Bain known to me to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

(N. P. Seal)

Peter J. Erickson
Notary Public, Williston North Dakota
My commission expires 11-21-1940

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Transfer Entered this 24th day of Feb. 1940 Morten Mortenson Auditor of Williams Co., N. D. Deputy M. Slette (Co. Aud. Seal)

Filed for record the 24 day of Feb. A.D. 1940 at 4:01 o'clock P.M., and duly recorded in Book 82 of Deeds on page 270. O. O. Huseby, Register of Deeds (R of D Seal) NLH

DOC. NO. 212813

WARRANTY DEED

THIS INDENTURE, Made this 29th day of December in the year of our Lord One Thousand Nine Hundred and thirty-seven, between

John E. Nelson and Ida E. Nelson, his wife whose postoffice address is Williston, North Dakota parties of the first part, and Williams County, North Dakota, a public corporation, whose post-office address is Williston, North Dakota party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seven Hundred Twenty-eight and 67/100 DOLLARS, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, FOREVER, all those tracts or parcels of land and real estate lying and being in the County of Williams and State of North Dakota, described as follows, to-wit:

Parcel #3 - All that portion of the NW 1/4 of Sec. 26, Twp. 154 N., Range 104W., lying within a strip of land, said strip being 130 feet wide, lying 65 feet on each side of the following described centerline:

Beginning at a point 1131.2 feet south of the NW corner of said NW 1/4 of Sec. 26, said point being on the centerline of the relocated State highway as surveyed and staked over and across said NW 1/4 of Sec. 26. Thence from a tangent bearing N 81°11'08" E running along a 1 degree curve to the left 1591.9 feet. Thence N 65°16' E 377.5 feet. Thence along a tangential 1 degree curve to the right 828.5' more or less to the east line of said NW 1/4 of Sec. 26, excepting all that portion lying within 33 feet of the section line.

Tract contains 8.25 acres, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part its heirs and assigns, FOREVER. And the said John E. Nelson and Ida E. Nelson, his wife parties of the first part, for their heirs, executors and administrators, does covenant with the party of the second part, its successors and assigns, that they are well seized in fee of land, real estate and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances, except mortgages of record, and the above bargained and granted land and premises in the quiet and peaceable possession of said party of the second part, its successors and assigns against all persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part will warrant and defend.

IN WITNESS WHEREOF, The said parties of the first part hereunto set their hands the day and year first above written.

Signed and Delivered in Presence of
Walter O. Burk
Eva Watts

John E. Nelson
Ida E. Nelson

STATE OF NORTH DAKOTA,
County of Williams)ss.

On this 29th day of December in the year 1937, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John E. Nelson known to me to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

Walter O. Burk

Notary Public, Williams County, North Dakota
My commission expires January 4, 1940

(N. P. Seal)

State of Montana)
:ss.
County of Valley }

On this 30 day of December, 1937, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ida E. Nelson known to me to be the person described in and who executed the within instrument and acknowledged to me that she executed the same.

Florence M. Keunly

Notary Public, Glasgow, Montana
My Commission expires Nov. 17, 1939.

(N. P. Seal)

Transfer Entered this 24th day of Feb. 1940 Morten Mortenson Auditor of Williams Co., N. D. Deputy M. Slette (Co. Aud. Seal)

Filed for record the 24 day of Feb. A.D. 1940 at 4:02 o'clock P.M., and duly recorded in Book 82 of Deeds on page 271. O. O. Huseby, Register of Deeds (R of D Seal) NLH

DOC. NO. 212814

WARRANTY DEED

THIS INDENTURE, Made this 29 day of December in the year of our Lord One Thousand Nine Hundred and thirty-seven, between

Caroline Christianson whose postoffice address is Buford, North Dakota party of the first part,

and

Williams County, North Dakota, a public corporation, whose postoffice address is Williston, North Dakota party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Seventy One and 00/100 DOLLARS, to her in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors assigns, FOREVER, all those tracts or parcels of land and real estate lying and being in the County of Williams and State of North Dakota, described as follows, to-wit:

Parcel #4 - All that portion of the W 1/2 NE 1/4 of Sec. 26 Twp. 154 N., Range 104 W., lying to the right of a line running 65 ft. to the left of the parallel to the following described centerline.

Beginning at a point being on the relocated centerline of the state highway as surveyed and staked over and across said W 1/2 NE 1/4 of Sec. 26. Thence from a tangent bearing S 87°02'31" W running along a 1 degree curve to the left 1349.0 ft., more or less, to the West line of said W 1/2 NE 1/4 of Sec. 26 excepting all that portion lying within 33 feet of a section line. Tract contains 3.55 acres, more or less.

Parcel #4A - A tract of land lying in the W 1/2 NE 1/4 of Sec. 26, Twp. 154 N., Range 104W., said trace being described as follows:

Beginning at a point 60.7 ft. south of the NE corner of said W 1/2 NE 1/4 of Sec. 26. Thence from a tangent bearing S 87°00'32" W along a 1°00'41" degree curve to the left 1084.3 ft. Thence southeasterly along a radial line 4.0 ft. Thence N 83°04'08" E 1076.4 ft. to the east line of said W 1/2 NE 1/4 of Sec. 26. Thence north along said East line 44.8 ft. more or less to the place of beginning.

Tract contains 1.10 acres, more or less.

O 4.3 ft. north of the corner of said parcel #4

Book 82 Page 549 - 552

DOC. NO. 213966

WARRANTY DEED

THIS INDENTURE, Made this 25th day of July in the year of our Lord One Thousand Nine Hundred and forty between

EFFIE M. PHIPPS, whose postoffice address is Maxbass, North Dakota, party of the first part and

B. C. Phipps, whose postoffice address is Maxbass, North Dakota, party of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollars and other valuable consideration to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, AND CONVEY, unto the said party of the second part, his heirs and assigns, FOREVER, all the tract or parcel of land lying and being in the County of Bottineau, and State of North Dakota, to-wit: East One-half of the North West Quarter, and Lots One and Two of Section Eighteen, in Township One Hundred Sixty, of Range Eighty, in County of Bottineau, State of North Dakota according to the Government survey thereof; and all that tract or parcel of land lying and being in the County of Williams and State of North Dakota, to-wit:

the West Half of the Southwest Quarter of Section Twenty-six and the East Half of the Southeast Quarter of Section Twenty-seven, all in Township One Hundred Fifty-nine, of Range One Hundred Two,

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining to the said party of the second part, his heirs and assigns, FOREVER. And the said Effie M. Phipps party of the first part, for her heirs, executors, and administrators, does covenant with the said party of the second part his heirs and assigns, that she is well seized in fee of the land and premises aforesaid, and has good right to sell and convey the same in the manner aforesaid, that the same are free from all incumbrances whatsoever, and the above bargained and granted lands and premises in the quiet and peaceful possession of the said party of the second part his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will Warrant and Defend.

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

Signed, Sealed and Delivered in Presence of

Effie M. Phipps

D. B. ?

Alminer Keen

Rev. Stamps \$1.00 SEP 6 1940

State of North Dakota:

;ss

County of Bottineau :

On this 25th. day of July, A.D. 1940, before me, a Notary Public in and for said County and State, personally appeared Effie M. Phipps to me known to be the person described and who executed the within instrument and to me acknowledged that she executed the same.

W. T. Munn

(N. P. Seal)

Notary Public, North Dakota.

My Commission Expires Oct. 23, 1941.

Delinquent Taxes paid, and transfer entered this 12 day of Sept 1940 Morten Mortenson Auditor of Williams Co., N. Dak. (Co. Aud. Seal)

Filed for record the 12 day of Sept A.D. 1940 at 10:15 o'clock A.M., and duly recorded in Book 82 of Deeds on page 549. O. O. Huseby, Register of Deeds (R of D Seal) NLH

DOC. NO. 213968

QUIT CLAIM DEED

THIS INDENTURE, Made this 3rd day of September in the year of our Lord one thousand nine hundred and forty, between

Williams County, North Dakota, a public corporation, by its Board of County Commissioners, whose post office address is Williston, North Dakota, party of the first part,

and

The State of North Dakota, whose post office address is Bismarck, North Dakota, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, REMISE, RELEASE, and QUIT-CLAIM unto the said party of the second part, and to its successors and assigns, FOREVER, all of its right, title and interest in and with respect to the following described lots, pieces or parcels of land situate in the County of Williams, State of North Dakota, and known and described as follows, to-wit:

Parcel #1 - All that portion of Lot # 1 of Section 27, Twp. 154 N. Range 104 W., lying within a strip of land, said strip being 130 ft. wide, lying 65 ft. on each side of the following described centerline. Beginning at a point 1003.0 ft. South of the NW corner of said Lot #1 of Sec. 27 as measured along the Montana-North Dakota boundary line, said point being on the relocated centerline of the state Highway as surveyed and staked over and across said lot #1 of Sec. 27. Thence running S. 76° 17' E 150.0 ft. Thence along a tangential 1 degree curve to the left 929.0 ft. to the east line of said Lot #1 of sec. 27. Excepting therefrom all that portion lying West of the East boundary line of Camp St. Charles and all that portion heretofore acquired for public highway purposes.

Tract contains 1.09 acres, more or less. Approaches through Camp of St. Charles be constructed at no expense to owner.

Parcel #3 - All that portion of the NW 1/4 of Sec. 26, Twp. 154 N., Range 104 W., lying within a strip of land, said strip being 130 feet wide, lying 65 feet on each side of the following described centerline: Beginning at a point 1131.2 feet south of the NW corner of said NW 1/4 of Sec. 26, said point being on the centerline of the relocated State highway as surveyed and staked over and across said NW 1/4 of Sec. 26. Thence from a tangent bearing N 81° 11' 08" E running along a 1 degree curve to the left 1591.9 feet. Thence N 65° 16' E 377.5 feet. Thence along a tangential 1 degree curve to the right 272.5' more or less to the east line of said NW 1/4 of Sec. 26, excepting all that portion lying within 33 feet of the section line.

Tract contains 2.25 acres, more or less.

Parcel #4 - All that portion of the W 1/2 NE 1/4 of Sec. 26, Twp. 154 N., Range 104 W., lying to the right of a line running 65 ft. to the left of and parallel to the following described centerline. Beginning at a point 4.3 ft. north of the NE corner of said W 1/2 NE 1/4 of Sec. 26, said point being on the relocated centerline of the state highway as surveyed and staked over and across said W 1/2 NE 1/4 of Sec. 26. Thence from a tangent bearing S 87° 02' 31" W running along a 1 degree curve to the left 1349.0 ft., more or less, to the West line of said W 1/2 NE 1/4 of Sec. 26 excepting all that portion lying within 33 feet of a section line.

Tract contains 3.55 acres, more or less.

Parcel #1A - A tract of land lying in the W 1/2 NE 1/4 of Sec. 26, Twp. 154 N., Range 104 W., said tract being described as follows: Beginning at a point 60.7 ft. south of the NE corner of said W 1/2 NE 1/4 of Sec. 26. Thence from a tangent bearing S 87° 00' 32" W along a 1° 00' 41" degree curve to the left 1024.3 ft. Thence

southeasterly along a radial line 4.0 ft. Thence N83°40'12" E 1076.4 ft. to the east line of said W $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 26. Thence north along said East line 44.8 ft. more or less to the place of beginning. Tract contains 1.10 acres, more or less.

Parcel #4B - All that portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 23, Twp. 154 N., Range 104 W., lying within a strip of land, said strip being 25 ft. wide, lying 85 ft. on the right side of the following described centerline. Beginning at a point 12.0 ft. north of the SE corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 23, said point being on the relocated centerline of the state highway as surveyed and staked over and across said S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 23. Thence running west 720.5 ft. Thence continuing with a strip 40 ft. wide lying 40 ft. on the right side of said centerline west 294.8 ft. Thence along a tangential 1 degree curve to the left 174.8 ft. Thence continuing with a strip 65 ft. wide lying 65 ft. on the right side of said centerline along said 1 degree curve 1470.0 ft. excepting all that portion lying within 33 feet of a section line.

Tract contains 1.87 acres, more or less.

Parcel #6 - A strip of land lying in the SW $\frac{1}{4}$ of Sec. 24, Twp. 154 N., Range 104 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said SW $\frac{1}{4}$, Sec. 24, excepting all that portion lying within 33 feet of the section lines.

Tract contains 3.83 acres, more or less.

Parcel #7 - A strip of land lying in the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 24, Twp. 154 N., Range 104 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 24, excepting all that portion lying within 33 feet of the section line.

Tract contains 1.94 acres, more or less.

Parcel #8 - A strip of land lying in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 24, Twp. 154 N., Range 104 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 24, excepting all that portion lying within 33 feet of the section lines.

Tract contains 1.90 acres, more or less.

Parcel #9 - A strip of land lying in Lot #4 of Sec. 19, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said Lot #4, Sec. 19, excepting all that portion lying within 33 feet of the section lines.

Tract contains 1.75 acres, more or less.

Parcel #10 - A strip of land lying in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 19, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 19, excepting all that portion lying within 33 feet of the section line.

Tract contains 1.95 acres, more or less.

Parcel #11 - A strip of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 19, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 19, excepting all that portion lying within 33 feet of the section line.

Tract contains 1.93 acres, more or less.

F. A. P. No. 20 RE Parcel No. 12 A strip of land lying in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 19, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the west 301 feet of the south line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 19. And a strip of land 57 feet wide lying north of adjoining and extending along the east 1012.8 feet of the south line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 19, excepting all that portion lying within 33 feet of the section lines.

Tract contains 0.98 acres, more or less.

Parcel No. 13 A strip of land lying in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 20 Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 20, excepting all that portion lying within 33 feet of the section lines.

Tract contains 1.83 acres, more or less.

Parcel #15 - A strip of land lying in the SE $\frac{1}{4}$ of Sec. 20, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said SE $\frac{1}{4}$ of Sec. 20, excepting all that portion lying within 33 feet of the section lines.

Tract contains 3.83 acres, more or less.

Parcel #16 - A strip of land lying in the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 21, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 21, excepting all that portion lying within 33 feet of the section lines.

Tract contains 1.89 acres, more or less.

Parcel #17 - A strip of land lying in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 21, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 21, excepting all that portion lying within 33 feet of the section line.

Tract contains 1.94 acres, more or less.

A strip of land lying in the SE $\frac{1}{4}$ of Sec. 21, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said SE $\frac{1}{4}$ of Sec. 21, excepting all that portion lying within 33 feet of the section lines.

Tract contains 3.83 acres, more or less.

A strip of land lying in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 22, Twp., 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 22, excepting all that portion lying within 33 feet of the section lines.

Tract contains 1.88 acres, more or less.

A strip of land lying in the SW $\frac{1}{4}$ of Sec. 23, Twp. 154 N., Range 103 W., said strip being described as follows: A strip of land 97 feet wide lying north of adjoining and extending along the west 720.9 feet and the east 1528.4 feet of the south line of said SW $\frac{1}{4}$, Sec. 23, also a strip of land 117.0 feet wide lying north of adjoining and extending along the east 400 feet of the west 1120.9 feet of the south line of said SW $\frac{1}{4}$, Sec. 23, excepting all that portion lying within 33 feet of the section lines.

Tract contains 4.03 acres, more or less.

A strip of land lying in the SE $\frac{1}{4}$ of Sec. 23, Twp. 154 N Range 103 W. said strip being described as follows: A strip of land 97 feet wide lying north of adjoining and extending along the entire south line of said SE $\frac{1}{4}$ Sec. 23, excepting that portion previously acquired for highway purposes, and that portion lying within 33 feet of the section lines.

Tract contains 3.58 acres, more or less.

A strip of land lying in the SE $\frac{1}{4}$ of Section 24 Township One Hundred Fifty-four (154) North, of Range One Hundred Three (103) West of the Fifth Principal Meridian, said strip being described as follows: A strip of land ninety-seven (97) feet wide lying north of, adjoining and extending along the entire south line of said SE $\frac{1}{4}$ of Section 24, excepting all that portion lying within thirty-three (33) feet of the section lines.

Tract contains 3.86 acres, more or less.

A strip of land lying in the SW $\frac{1}{4}$ of Sec. 19, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 127 feet wide lying north of adjoining and extending along the west 559.9 feet of the south line of said SW $\frac{1}{4}$, Sec. 19, also a strip of land 97 feet wide lying north of adjoining and extending along the east 2050.6 feet of the south line of said SW $\frac{1}{4}$ Sec. 19, excepting all that portion lying within 33 feet of the section lines.

Tract contains 4.15 acres, more or less.

Parcel #27 A strip of land lying in the SE $\frac{1}{4}$ of Sec. 19, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the entire south line of said SE $\frac{1}{4}$ Sec. 19 excepting all that portion lying within 33 feet of the section lines.

Tract contains 3.84 acres, more or less.

Parcel # 28 A strip of land lying in the SW $\frac{1}{4}$ of Sec. 20, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 97 feet wide lying north of, adjoining and extending along the west 2200.2 feet of the south line of said SW $\frac{1}{4}$ of Sec. 20, also a strip 57 feet wide lying north of and extending along the east 221.3 feet of the south line of said SW $\frac{1}{4}$, Sec. 20, excepting from all of the above portions lying within 33 feet of the section lines.

Tract contains 3.31 acres, more or less.

A strip of land lying in the SW $\frac{1}{4}$ of Sec. 20, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 57 feet wide lying north of adjoining and extending along the west 208.7 feet of the east 430.0 feet of the south line of said SW $\frac{1}{4}$, Sec. 20, excepting all that portion lying within 33 feet of the section line.

Tract contains 0.11 acres, more or less.

A strip of land lying in the Southwest quarter (SW $\frac{1}{4}$) of Section twenty-one (21), Township one hundred fifty-four (154) North, Range one hundred two (102) West of the 5th P.M., said strip being described as follows: A strip of land ninety-seven (97) feet wide lying north of, adjoining and extending along the entire south line of said section twenty-one (21), excepting all that portion lying within 33 feet of the section lines, containing 3.22 acres, more or less, Williams County, North Dakota.

All that portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 21 Twp. 154 N, Range 102 W. lying within a strip of land, said strip being 77 ft. wide, lying 77 ft. on the left side of the following described Survey. Beginning at a point 12 ft. North of the SW corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 21, said point being on the relocated survey line of the State highway as surveyed and staked over and across said S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 21. Thence running N 89°57' E parallel to the section line 1233.0 ft. Thence continuing with a strip 92 ft. wide lying 92 ft. on the left side of said surveyline N 89°57' E 22.5 ft. Thence along a tangential 1 degree curve to the left 71.5 ft. Thence continuing with a strip 77 ft. wide lying 77 ft. on the left side of said surveyline along said tangential 1 degree curve to the left 635.2 ft. Thence N. 82°52' E. 608.0 ft to a point on the east line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 21, a distance of 130.5 ft. north of the SE corner thereof. Also including all that portion lying between said strip and the south and east lines of said S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 21. Excepting therefrom all that portion hereto for acquired for public highway purposes and all that portion lying within 33 feet of the section lines.

Tract contains .2.97 acres, more or less.

A strip of land lying in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 53 ft. wide lying South of, adjoining and extending along the west 1239.0 ft. and the east 403.5 ft. of the west 1208.5 ft. of the north line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28. also a strip of land 68 ft. wide lying south of adjoining and extending along the east 160.0 ft. of the west 1399.0 ft of the North line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28 excepting all that portion lying within 33 feet of the section line.

Tract contains 0.89 acres, more or less.

All that portion of the SW $\frac{1}{4}$ of Sec. 22, Twp. 154 N., Range 102 W., lying south south of a line drawn 65 feet to the left of and parallel to the following described survey line. Beginning at a point on the west line of the SW $\frac{1}{4}$ of said Sec. 22, North 130.5 feet from the SW corner thereof, said point being on the surveyline of the State highway as relocated surveyed and staked over and across the SW $\frac{1}{4}$ of said Sec. 22, Thence running N. 82°52' E, 150.5 feet. Thence along a 1°30' curve to the right 1100.0 feet. Thence S. 80°38' E., 446.7 feet. Thence along a 1°30' curve to the left 631.7 feet. Thence N. 89°54' E., 335.2 feet to the SE corner of the SW $\frac{1}{4}$ of said Sec. 22, excepting therefrom all that portion heretofore acquired for highway purposes, and all that portion lying within 33 feet of the section lines.

Tract contains 6.03 acres, more or less.

Parcel # 35 A strip of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 27, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 65 feet wide lying south of, adjoining and extending along the east 833.0 feet of the north line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 27, excepting all that portion lying within 33 feet of the section line.

Tract contains 0.61 acres, more or less, and is shown on plat as shaded area.

A Strip of land lying in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 22, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 65 ft. wide lying North of, adjoining and extending along the West 141.1 ft. and the East 2331.7 ft. of the South line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 22, also a strip 70 ft. wide lying North of adjoining and extending along the East 150.0 ft. of the West 291.1 ft. of the South line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 22 excepting all that portion lying within 33 feet of the section lines.

Tract contains 1.92 acres, more or less.

A strip of land lying in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 27, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 65 ft. wide lying South of, adjoining and extending along the West 141.1 ft. and the East 2331.7 ft. of the North line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 27, also a strip 70 ft. wide lying South of adjoining and extending along the East 150 ft. of the West 291.1 ft. of the North line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 27 excepting all that portion heretofore acquired for public highway purposes and all that portion lying within 33 feet of the section lines.

Tract contains 1.60 acres, more or less.

A strip of land lying in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-three (23) Township One Hundred Fifty-four (154) North, Range One Hundred Two (102) West, said strip being described as follows: A strip of land 65.0 feet wide lying North of, adjoining and extending along the West 2432.3 feet of the South line of said South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$), Section Twenty-three (23), excepting all that portion lying within 33 feet of the section lines.

Tract contains One and 76/100 (1.76) acres, more or less.

Parcel # 39 A strip of land lying in the S $\frac{1}{2}$ SW of Sec. 23, Twp 154 N., Range 102 W., said strip being described as follows: A strip of land 40 feet wide lying north of, adjoining and extending along the east 209.0 feet of the south line of said S $\frac{1}{2}$ SW sec. 23, excepting all that portion lying within 33 feet of the section line.

Tract contains 0.05 acres, more or less.

Parcel # 40 A strip of land lying in the NW $\frac{1}{4}$ of Sec. 26, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 65 feet wide lying south of, adjoining and extending along the east 2229.9 feet of the north line of said NW $\frac{1}{4}$, Sec. 26, excepting the portion heretofore acquired for highway purposes and all that portion lying within 33 feet of the section line.

Tract contains 1.58 acres more or less.

Parcel #42 - A strip of land lying in the NE $\frac{1}{4}$ of Sec. 26, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 65 feet wide lying south of, adjoining and extending along the entire north line of said NE $\frac{1}{4}$, Sec. 26, excepting all that portion lying within 33 feet of the section lines.

Tract contains 1.92 acres, more or less.

Referred to on the highway plat survey as Parcel #44, being a strip of land bounded by a line commencing at a point 65 feet South of the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-five (25), Township One Hundred Fifty-four (154), North of Range One Hundred Two (102), which line runs due East to the East Boundary line of said quarter section, then due North to the section line, then due West to the Northwest corner of said quarter section, then due South 65 feet to the point of beginning; also that tract of land referred to on the highway survey as Parcel #47, being on the North part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-five (25), Township One Hundred Fifty-four (154), North of Range One Hundred Two (102), which is bounded by a line as follows, to-wit: Commencing at a point located 65 feet South of the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty-five (25), then from said point running East a distance of 2708.4 feet, thence along a one percent curve to the right 427.9 feet, to the East boundary line of the said quarter section, thence North to the Northeast (NE) corner of said Northeast Quarter (NE $\frac{1}{4}$), of Section Twenty-five (25), then due West along the section line to the Northwest corner of the said Northeast Quarter (NE $\frac{1}{4}$), then along the quarter line a distance of 65 feet to the point of beginning, it being the intent and purpose to describe and convey the aforesaid bounded tracts of land along the North line of Section 25, Township 154, Range 102, West of the Fifth Principal Meridian.

Parcel #45 - A strip of land lying in the E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 65 feet wide lying north of, adjoining and extending along the entire south line of said E $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 24, excepting all that portion lying within 33 feet of the section line.

Tract contains 0.97 acres, more or less.

Parcel #46 - A strip of land lying in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 24, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 65 feet wide lying north of, adjoining and extending along the entire south line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 24, excepting all that portion lying within 33 feet of the section line.

Tract contains 0.97 acres, more or less.

Parcel #49 - A tract of land lying in Lot #8 of Sec. 19, Twp. 154 N., Range 101 W., said tract being described as follows: All that portion of said lot #8 in section 19, lying to the left of a line $\frac{1}{2}$ in parallel to and 65.0 feet to the right of the following described centerline: Beginning at the SE corner of said Lot #8 in Sec. 19; thence running S. 89°55' W., 333.7 feet; thence along a 1° curve to the right 855 feet; thence N. 81°32' W., 270.2 feet; thence along a 1° curve to the left 425.4 feet to the west line of said Lot #8 in Sec. 19, excepting the portion previously acquired for highway purposes and the portions lying within 33.0 feet of the section lines.

Tract contains 3.18 acres, more or less.

Parcel #48 - A strip of land lying in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 24, Twp. 154 N., Range 102 W., said strip being described as follows: A strip of land 65 feet wide lying north of, adjoining and extending along the entire south line of said E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 24, excepting all that portion lying within 33 feet of the section lines.

Tract contains 0.94 acres, more or less.

Parcel #50 - A strip of land lying in Lot #5 and Lot #1 of Sec. 30, Twp. 154 N., Range 101 W., said strip being described as follows: A strip of land 65 feet wide lying south of, adjoining and extending along the east 941.8 feet of the north line of said Lot #5, Sec. 30, and a tract of land 65.0 feet wide lying south of adjoining and extending along the west 492.9 feet of the north line of said Lot #1, Sec. 30, excepting the portion previously acquired for highway purposes and all that portion lying within 33 feet of the section line.

Tract contains 1.01 acres, more or less.

Parcel #51 - A strip of land lying in Lot #4, of Sec. 19, Twp. 154 N., Range 101 W., said strip being described as follows: A strip of land 65 feet wide lying north of, adjoining and extending along the entire south line of said Lot #4, Sec. 19, excepting all that portion lying within 33 feet of the section line.

Tract contains 0.49 acres, more or less.

TO HAVE AND TO HOLD, The above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, FOREVER.

IN TESTIMONY WHEREOF, The said party of the first part has caused this instrument to be executed by the Chairman and Clerk of its Board of County Commissioners, pursuant to a Motion therefor duly adopted Sept. 3, 1940.

(Wms. Co. Seal)

WILLIAMS COUNTY, NORTH DAKOTA,
a public corporation
By J. M. Swanson
Chairman of its Board of County
Commissioners
Morten Mortenson
County Auditor and Clerk

STATE OF NORTH DAKOTA)

COUNTY OF WILLIAMS)

On this 3rd day of September, in the year one thousand nine hundred and forty, before me a Notary Public, personally appeared J. M. Swanson and Morten Mortenson, known to me to be the Chairman and Clerk, respectively, of the Board of County Commissioners of Williams County, North Dakota, who are described in the foregoing instrument by them subscribed and acknowledged severally to me that they executed the same in behalf of said Board of County Commissioners.

(N. P. Seal)
(SEAL)

Eugene A. Burdick
Notary Public, North Dakota
Residing at Williston, North Dakota
My Commission expires May 12, 1942

Transfer Entered this 12 day of Sept 1940 Morten Mortenson Auditor of Williams Co., N. D. (Co. Aud. Seal)

Filed for record the 12 day of Sept A.D. 1940 at 11:16 o'clock A.M., and duly recorded in Book 82 of Deeds on page 549. O. O. Huseby, Register of Deeds (R of D Seal) NLH

DOC. NO. 213972

PATENT

Bismarck 024450

4--1004

THE UNITED STATES OF AMERICA

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Bismarck, North Dakota, has deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Harland Marmon has been established and duly consummated, in conformity to law, for the

Lot one of Section twenty-seven in Township one hundred fifty-four north of Range ninety-five west of the Fifth Principal Meridian, North Dakota, containing thirty acres and forty hundredths of an acre,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

DOC. NO. 215474

QUIT CLAIM DEED.

THIS INDENTURE, Made this 26th day of April in the year of our Lord one thousand nine hundred and forty-one, between Sarah Digna Mercer and Kathleen M. Mercer, also known as Kate M. Mercer, both single, of Buford, State of North Dakota, parties of the first part, and The Federal Land Bank of Saint Paul, a body corporate, whose post office address is St. Paul, State of Minnesota, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND QUIT-CLAIM unto the said party of the second part, and to its successors and assigns, FOREVER, that certain real property, situate in the County of Williams and State of North Dakota, and known and described as follows, to-wit: Northeast Quarter (NE 1/4), East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section Sixteen (16), East Half of the Southwest Quarter (E 1/2 SW 1/4) of Section Nine (9), Township One Hundred Fifty-two (152), Range One Hundred Four (104),

TO HAVE AND TO HOLD, The above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, to the said party of the second part, its successors and assigns, FOREVER.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of Ivan V. Metzger Chris Arnt

Sarah Digna Mercer (SEAL) Kathleen M. Mercer (SEAL)

STATE OF NORTH DAKOTA County of Williams ss.

On this Twenty-sixth day of April in the year one thousand nine hundred and Forty-one, before me personally appeared Sarah Digna Mercer and Kathleen M. Mercer, also known as Kate M. Mercer, both single known to me to be the persons who are described in and who executed the foregoing and within instrument, and acknowledged to me that they executed the same.

Chris Arnt Notary Public, Williams County, North Dakota My commission expires July 19, 1946

(N. P. Seal)

Delinquent Taxes paid, and transfer entered this 21 day of Aug 1941 Morten Mortenson Auditor of Williams Co., N. Dak. (Co. Aud. Seal) Deputy.

Filed for record the 21 day of August A. D. 1941 at 4:02 o'clock P. M., and duly recorded in Book 83 of Deeds at page 367. O. O. Huseby, Register of Deeds (R of D Seal) RAH

DOC. NO. 215479

5-18-3A

136-a.

DEED NONCOMPETENT INDIAN LANDS.

THIS INDENTURE, Made and entered into this 10th., day of November, one thousand nine hundred and thirty-three by and between

Beatrice Azure and Isreal Azure, her husband, of Belcourt, North Dakota, noncompetent Chippewa Indian, parties of the first part,

and

Charles N. Bain, of Bainville, Montana, party of the second part:

WITNESSETH, That said parties of the first part, for and in consideration of the sum of One Hundred Thirty and No/100***** dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in Williams County State of North Dakota, to wit:

Beginning at a point 998.45 feet south from the northwest corner of Government Lot No. 1, in Section 27, Township 154 North, Range 104 West of the Fifth Principal meridian; thence South 77 degrees, 03 minutes East 763.80 feet; thence 33 feet radially from and concentric with a 15 degree curve to the left 291.82 feet to the east line of said Lot 1; thence running South along the said East line to a point on the South line of Said Lot 1; thence running West along said South line to the West line of said lot 1; thence running North along said West line to the point of beginning, containing 6.71 acres, more or less,

together with all the improvements thereon and the appurtenances thereunto belonging. And the said parties of the first part, for themselves and their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under them only.

To have and to hold said described premises unto the said party of the second part, his heirs, executors, administrators, and assigns, forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witnesses: Wm Maxwell Jr H L Gardner

Beatrice Azure (SEAL) Isreal Azure (SEAL)

DUPLICATE

Acknowledgements must be in accordance with the forms prescribed by the State or Territory in which the land is situated.

State of North Dakota,) County of Rolette.)ss:

BE IT REMEMBERED, That on this 10th., day of November, A.D. 1933 before the undersigned, a Notary Public, in and for the County and State, aforesaid, personally appeared Beatrice Azure, and Isreal Azure, her husband, to me personally known to be the identical persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last above written.

(N. P. Seal) WDV

James J. Jollie Notary Public, My commission expires September 17, 1938.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS. JAN -3 1934, 191- The within deed is respectfully submitted to the Secretary of the Interior, with the recommendation that it be approved. William Zimmerman, Jr. Assistant Commissioner. Stamp

DEPARTMENT OF THE INTERIOR. FEB -3 1934, 191/ The within deed is hereby approved. Oscar L. Chapman Assistant Secretary. Stamp

Delinquent Taxes paid, and transfer entered this 22 day of Aug. 1941 Morten Mortenson Auditor of Williams Co., N. Dak. (Co. Aud. Seal)

Filed for record the 22 day of August A.D. 1941 at 2:20 o'clock P.M., and duly recorded in Book 83 of Deeds on page 367. O. O. Huseby, Register of Deeds (R of D Seal) NLH

DOC. NO. 215480

WARRANTY DEED

THIS INDENTURE, Made this 11th day of January in the year of our Lord One Thousand Nine Hundred and thirty-nine, between

Charles N. Bain, also known as C. N. Bain, a single man, whose postoffice address is Landusky, Montana party of the first part,

and

B. R. Bartz whose postoffice address is Williston, N. Dak. party 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 in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, his heirs and assigns, FOREVER, all that tract or parcel of land and real estate lying and being in the County of Williams and State of North Dakota, described as follows, to-wit:

Beginning at a point 998.45 feet south from the northwest corner of Government Lot No. 1 in Section 27, Township 154 North, Range 104, West of the Fifth Principal Meridian, thence south 77 degrees, 03 minutes East 763.80 feet, thence 33 feet radially from and concentric with a 15 degree curve to the left 291.82 feet to the east line of said Lot 1, thence running South along the said East line to a point on the South line of said Lot 1, thence running West along said South line to the West line of said Lot 1, thence running North along said West line to the point of beginning, containing 6.71 acres, more or less, excepting therefrom any Highway right of way.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part his heirs and assigns, FOREVER. And the said Charles N. Bain, also known as C. N. Bain party of the first part, for himself, his heirs, executors and administrators, does covenant with the party of the second part, his heirs and assigns, that he is well seized in fee of land, real estate and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances, and the above bargained and granted land and premises in the quiet and peaceable possession of said party of the second part, his heirs and assigns against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will warrant and defend.

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

Signed and Delivered in Presence of
C. E. Cunningham
Wilma Nordgren

Charles N. Bain
also known as
C. N. Bain

STATE OF NORTH DAKOTA,
County of Williams)ss.

On this eleventh day of January in the year 1939, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles N. Bain, also known as C. N. Bain known to me to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

(N. P. Seal)

J. Arthur Cunningham
Notary Public, Williams County, North Dakota
My commission expires 6-21 1939

Delinquent Taxes paid, and transfer entered this 22 day of Aug 1941 Morten Mortenson Auditor of Williams Co., N. Dak. (Co. Aud. Seal)

Filed for record the 22 day of August A.D. 1941 at 2: 21 o'clock P.M., and duly recorded in Book 83 of Deeds on page 368. O. O. Huseby, Register of Deeds (R of D Seal) NLH

DOC. NO. 215482

WARRANTY DEED

THIS INDENTURE, Made this eleventh day of August, 1941, between
DIERCKS ELEVATOR COMPANY, a corporation under the laws of the State of Minnesota, party of the first part,

and

APPAM FARMERS ELEVATOR COMPANY, a corporation under the laws of the State of North Dakota, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar and other valuable consideration, DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Williams and State of Minnesota, described as follows, to-wit:

West Half (W $\frac{1}{2}$) of Lot Twenty-One (21), Block Two (2), Townsite of Appam, according to the recorded plat thereof on file in the office of the Register of Deeds, in and for Williams County, North Dakota.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said Diercks Elevator Company party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances whatsoever, And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said first party has caused these presents to be executed in its corporate name by its President and its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

DOC. NO. 225924

AUDITOR'S TAX DEED

(No. 921)

WHEREAS, the records of the office of the County Auditor of Williams County, in the State of North Dakota show that on the 9th day of December, A. D., 1941, the County of Williams did purchase at public auction, at the place prescribed by law in said County, the real property in this indenture described and which real property was sold to the County of Williams, for the non-payment of taxes for the year 1940, amounting to Ninety Four and 93/100 including interest and penalty thereon, and the costs charged against said land, including property taxes specified in the list and in the advertisement constituting a lien thereon for the year 1940.

AND WHEREAS, such real property was bid in for the county by the County Treasurer, under the statutory requirement that if there are no other bidders, real estate offered at the tax sale be bid in by the County Treasurer in the name of the County.

AND IT APPEARING that such real property has not been redeemed from such sale; that notice of expiration of the right to redeem from such sale has been given as required by law; that ninety days have expired since the completed service of such notice; that proof of legal notice of expiration of the period of redemption has been filed in the office of the County Auditor as required by law; and it appearing that said real property was legally liable to taxation, and had been duly assessed and properly charged on the tax list for the year 1940, and that the same had been legally advertised for sale and sold on the 9th day of December, 1941, to the said County of Williams, and that the County of Williams has acquired absolute title to the property.

NOW THEREFORE, This Indenture, made this 2nd day of October, A. D., 1945, between the State of North Dakota, by Morten Mortenson, as County Auditor of the said County, party of the first part, and the said County of Williams, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the premises and the sum of One (1) Dollar, in hand paid, has granted, bargained and sold and by these presents does grant, bargain, sell and convey property described as follows, to-wit:

The East One-half of the Northeast Quarter of Section Twenty Eight in Township One Hundred Fifty-Five North of Range Ninety-Nine West.

The East One-half of the Northwest Quarter and Lots One and Two of Section Eighteen in Township One Hundred Fifty-Eight North of Range Ninety-Nine West.

~~The South One-Half of the Southeast Quarter of Section Twelve; the Northwest Quarter of the Southeast Quarter of Section Twelve, the Northeast Quarter of the Northeast Quarter of Section~~

~~Thirteen in Township One Hundred Fifty-Three North of Range One Hundred West.~~

~~The East One-half of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter of Section Thirty-One; the Northwest Quarter of Section Thirty-Five in Township One Hundred Fifty-Four North of Range One Hundred West.~~

3.22 Acres in the Southeast Quarter of the Southwest Quarter of Section Twenty-Nine in Township One Hundred Fifty-Five North of Range One Hundred West.

The Southwest Quarter of Section Ten in Township One Hundred Fifty-Six North of Range One-Hundred West.

TO HAVE AND TO HOLD, Said described real property, with the appurtenances thereunto belonging, to the said party of the second part and its assigns, forever, in as full and ample manner as the County Auditor of said County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said Morten Mortenson, as County Auditor of the said County of Williams, has hereunto set his hand and seal of said County, on the day and year aforesaid.

(Co. Aud. Seal)

Morten Mortenson
County Auditor of Williams County, North Dakota

STATE OF NORTH DAKOTA)
County of Williams) ss.

On this 9th day of October, in the year 1945, before me personally appeared Morten Mortenson, known to me to be the person who is described as County Auditor in and who executed the within instrument, and acknowledged to me that he executed the same, as such County Auditor of said Williams County.

(N. P. Seal)

N I Crozan
Notary Public, Williams County, North Dakota
My commission expires 2-2-49

TRANSFER ENTERED this 11 day of Oct., 1945. Morten Mortenson Auditor of Williams Co., N. D. Deputy M. Crilly (Co. Aud. Seal)

Filed for record the 13th day of Oct. A. D. 1945, at 9:11 o'clock A.M., and duly recorded in Book 89 of Deeds on page 345. O. O. Huseby, Register of Deeds. (R of D Seal) GJS

DOC. NO. 225925

AUDITOR'S TAX DEED

(No. 922)

WHEREAS, the records of the office of the County Auditor of Williams County, in the State of North Dakota show that on the 9th day of December, A. D., 1941, the County of Williams did purchase at public auction, at the place prescribed by law in said County, the real property in this indenture described and which real property was sold to the County of Williams, for the non-payment of taxes for the year 1940, amounting to Eighty One and 65/100 including interest and penalty thereon, and the costs charged against said land, including property taxes specified in the list and in the advertisement constituting a lien thereon for the year 1940.

AND WHEREAS, such real property was bid in for the county by the County Treasurer, under the statutory requirement that if there are no other bidders, real estate offered at the tax sale be bid in by the County Treasurer in the name of the County.

AND IT APPEARING that such real property has not been redeemed from such sale; that notice of expiration of the right to redeem from such sale has been given as required by law; that ninety days have expired since the completed service of such notice; that proof of legal notice of expiration of the period of redemption has been filed in the office of the County Auditor as required by law; and it appearing that said real property was legally liable to taxation, and had been duly assessed and properly charged on the tax list for the year 1940, and that the same had been legally advertised for sale and sold on the 9th day of December, 1941, to the said County of Williams, and that the County of Williams has acquired absolute title to the property.

NOW THEREFORE, This Indenture, made this 2nd day of October, A. D., 1945, between the State of North Dakota, by Morten Mortenson, as County Auditor of the said County, party of the first part, and the said County of Williams, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the premises and the sum of One (1) Dollar, in hand paid, has granted, bargained and sold and by these presents does grant, bargain, sell and convey property described as follows to-wit:

The South One-half of the Southeast Quarter of Section Twenty-Two; the East One-half of the Northeast Quarter of Section Twenty Seven in Township One Hundred Fifty-Seven North of Range One Hundred West.

Lots Two and Three of Section Nine in Township One Hundred Fifty-Nine North of Range One Hundred West.

The South One-half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter and

Lot Seven of Section Six in Township One Hundred Fifty-Eight North of Range One Hundred Two West.
34.66 Acres in Lot One and Northeast Quarter of the Northeast Quarter of Section Twenty-Seven in Township One Hundred Fifty-Four North of Range One Hundred Four West.

TO HAVE AND TO HOLD, Said described real property, with the appurtenances thereunto belonging, to the said party of the second part and its assigns, forever, in as full and ample manner as the County Auditor of said County is empowered by law to sell the same.

IN TESTIMONY WHEREOF, the said Morten Mortenson, as County Auditor of the said County of Williams, has hereunto set his hand and seal of said County, on the day and year aforesaid.

(Co. Aud. Seal)

Morten Mortenson
County Auditor of Williams County, North Dakota

STATE OF NORTH DAKOTA)
County of Williams) ss.

On this 9th day of October, in the year 1945, before me personally appeared Morten Mortenson, known to me to be the person who is described as County Auditor in and who executed the within instrument, and acknowledged to me that he executed the same, as such County Auditor of said Williams County.

(N. P. Seal)

N I Grogan
Notary Public, Williams County, North Dakota
My commission expires 2-2-49

TRANSFER ENTERED this 11 day of Oct., 1945. Morten Mortenson Auditor of Williams Co., N. D. Deputy M. Crilly (Co. Aud. Seal)

Filed for record the 13th day of Oct. A. D. 1945, at 9:12 o'clock A.M., and duly recorded in Book 89 of Deeds on page 345. O. O. Huseby, Register of Deeds. (R of D Seal) GJS

DOC. NO. 225929 WARRANTY DEED

THIS INDENTURE, Made this 20th day of March in the year of our Lord one thousand nine hundred and forty-five between

Elsie A. Rowe formerly Elsie A. Rathke, and R. L. Rowe, her husband, of Rockham, S. Dak. parties of the first part

and

FRED N. HJORT of Ray, N. Dak. party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of SIX HUNDRED TWENTY-FIVE & NO/100 (\$625.00) DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, his heirs and assigns, FOREVER, all that tract or parcel of land lying and being in the County of Williams and State of North Dakota, described as follows to-wit:

The Lot Nine (9) in Block Seven (7) of VIALLS SECOND ADDITION (also known as Viall Addition No. 2) to RAY, North Dakota, according to the recorded plat thereof in the office of Register of Deeds of said County, together with all improvements now situate thereon.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, his heirs and assigns, FOREVER. And the said Elsie A. Rowe, formerly Elsie A. Rathke, and R. L. Rowe, her husband parties of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, his heirs and assigns, that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances: and the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Elsie A. Rowe ~~nee~~ Rathke (SEAL)
R. L. Rowe (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Signed, Sealed and Delivered in Presence of

Rev. Stamps \$1.10 E.A.R.

STATE OF SOUTH DAKOTA)
County of Faulk) ss.

On this March 24 day of March 1945, before me, a Notary Public within and for said County, personally appeared Elsie A. Rowe formerly Elsie A. Rathke, and R. L. Rowe, her husband to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(N. P. Seal)

E F Buss
Notary Public
My commission expires Dec. 18, 1948

Del. Taxes paid and Transfer entered this 13th day of October A. D. 1945. Morten Mortenson County Auditor. By M. Crilly Deputy. (Co. Aud. Seal)

Filed for record the 13th day of Oct. A. D. 1945, at 9:55 o'clock A.M., and duly recorded in Book 89 of Deeds on page 346. O. O. Huseby, Register of Deeds. (R of D Seal) GJS

DOC. NO. 225930 WARRANTY DEED (Joint Tenants)

THIS INDENTURE, Made this 10th day of October in the year of our Lord one thousand nine hundred and forty-five, between

Aro Aranosian and Mabel Aranosian, husband and wife, of Williston of the County of Williams and State of North Dakota, parties of the first part,

and

ARO ARANOSIAN and MABEL ARANOSIAN, husband and wife, of Williston of the County of Williams and State of North Dakota, parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE & NO/100 DOLLARS to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said parties of the second part as joint tenants and not as tenants in common, or their assigns, and to the survivor of said parties and the heirs and assigns of the survivor, Forever, all that tract or parcel of land lying and being in the County of Williams and State of North Dakota, described as follows, to-wit:

The Lot Eleven (11) in Block Three (3) of LeDOSQUET ADDITION to the town (now City) of WILLISTON, N. Dak., according to the recorded plat thereof in the office of the Register of Deeds of said

(Seal)
(Seal)

STATE OF WASHINGTON,
County of Pierce)ss.

I, the undersigned a Notary Public, in and for the said State, do hereby certify that on this 23rd day of April, 1946, personally appeared before me Clarence P. Healy and Alice C. Healy to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(N P SEAL)
(Commission Expires Sept. 10, 1947)

L D Boyle
Notary Public in and for the State of
Washington,
residing at Tacoma in said County.

Delinquent Taxes paid, & transfer made Jan. 24, 1947. Witness my hand and official seal. Morten Mortenson County Auditor. By Susie B. Heller Deputy Auditor. (Co. Aud. Seal)

Filed for record on the 24 day of Jan. A. D. 1947, at 1:25 o'clock P. M., and was duly recorded in Book 91 of Deeds, on page 410, O. O. Huseby, Register of Deeds, (R of D Seal) OH

DOC. NO. 229731 COUNTY DEED

THIS INDENTURE, Made this 24th day of January, 1947, between
the County of Williams, North Dakota, party of the first part,

and
C. F. Martell, whose postoffice address is Williston, North Dakota, party of the second part: witnesseth:

WHEREAS, The real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years 1932 to 1933, inclusive, with interest and penalties, amounting to the sum of \$48.82 Dollars, and

WHEREAS, Said real property was offered for sale pursuant to authority of law on the 17th day of November, 1942, and at said sale no bid was received for same, and said second party became the purchaser of the whole thereof at private sale on the 12th day of November, 1946, for the sum of \$218.67 Dollars, which sum has been paid in full and,

WHEREAS, The party of the second part (is the former owner,) of the real property hereafter described.

NOW, THEREFORE, The said County as party of the first part in consideration of the premises and in pursuance to the authority of law, hereby does grant, bargain, sell and convey to the second party, his heirs or assigns, that certain real property situated in said County of Williams, North Dakota, described as follows to-wit:

The Southwest Quarter of the Southeast Quarter ex. 1.61 Acres Township;
The Northwest Quarter of the Southeast Quarter of Section Twenty eight in Township One Hundred Fifty-Nine North of Range Ninety-Eight West.

TO HAVE AND TO HOLD, The above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever.

In witness whereof H.P. Overland and Morten Mortenson as Chairman of the Board of County Commissioners and County Auditor, respectively, of said County, hereby set their hands the day and year first above written, and do cause the seal of said County to be affixed hereto.

(Wms. Co. Seal)
(Co. Aud. Seal)

Williams County, North Dakota
H P Overland
Chairman, Board of County Commissioners
Morten Mortenson, County Auditor.

STATE OF NORTH DAKOTA)
COUNTY OF Williams)SS

On this 24th day of January, 1947, personally appeared before me, N. I. Grogan, within the aforesaid County and State, H. P. Overland and Morten Mortenson to me personally known to be the Chairman of the Board of County Commissioners and the Auditor, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

(SEAL)
(N P SEAL)

N I Grogan
Notary Public for Williams County,
North Dakota.
My commission expires February 2, 1949

Delinquent Taxes paid, and transfer entered this 24th day of January, 1947, Morten Mortenson Auditor of Williams Co., N. Dak. (Co. Aud. Seal)

Filed for record on the 25 day of Jan. A. D. 1947, at 2:31 o'clock P. M., and was duly recorded in Book 91 of Deeds, on page 411, O. O. Huseby, Register of Deeds, (R of D Seal) OH

DOC. NO. 229734 WARRANTY DEED

THIS INDENTURE, Made this 11th day of December in the year of our Lord One Thousand Nine Hundred and Forty Five, between

B. R. Bartz and Blanche Bartz, (husband and wife), whose postoffice address is Williston, North Dakota, parties of the first part,

and
Emil Christianson whose postoffice address is Williston, North Dakota party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration DOLLARS, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, his heirs and assigns, FOREVER, all that certain tract or parcel of land and real estate lying and being in the County of Williams and State of North Dakota, described as follows, to-wit:

Beginning at a point 998.45 feet south from the Northwest corner of Government Lot No. 1 in Section 27, Township 154 North, Range 104 West of the Fifth Principal Meridian, thence south 77 degrees, 03 minutes East 763.80 feet, thence 33 feet radially from and concentric with a 15 degree curve to the left 291.82 feet to the east line of said Lot 1, thence running South along said East line to a point on the South line of said Lot 1, thence running West along said South line to the West line of said Lot 1, thence running North along said West line to the point of beginning, containing 6.71 acres, more or less, excepting therefrom any Highway right of way.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said party of the second part his heirs and assigns, FOREVER. And the said B. R. Bartz and Blanche Bartz (husband and wife) parties of the first part, for their heirs, executors and administrators, do covenant with the party of the second part, his heirs and assigns, that they are well

seized in fee of land, real estate and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances, whatsoever and the above bargained and granted land and premises in the quiet and peaceable possession of said party of the second part, his heirs and assigns against all persons lawfully claiming or to claim the whole or any part thereof, the said part of the first part will warrant and defend.

IN WITNESS WHEREOF, The said parties of the first part hereunto set their hands the day and year first above written.

Signed and Delivered in Presence of
Myrtle Howen
J Elaine McGill

B R Bartz
Blanche Bartz

STATE OF NORTH DAKOTA,
County of Williams) ss,

On this 11th day of December in the year 1945, before me personally appeared B. R. Bartz & Blanche Bartz known to me to be the persons described in and who executed the within instrument, and acknowledged to me that they executed the same.

(N P SEAL)

C. D Grantier
Notary Public.
Williams County, North Dakota.
My commission expires Feb. 21, 1950

Delinquent taxes and special assessments or installments of special assessments paid and transfer entered Jan. 24, 1947, Morten Mortenson Auditor of Wms. Co., N. D. (Co. Aud. Seal)

Filed for record on the 24 day of Jan. A. D., 1947, at 3:36 o'clock P. M., and was duly recorded in Book 91 of Deeds, on page 411, O. O. Huseby, Register of Deeds, (R of D Seal) OH

DOC. NO. 229735

PATENT

2085127
42017-45. I.O.
Minot 10
Fort Peck.
Turtle Mountain.

4-1061

THE UNITED STATES OF AMERICA,
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, an Order of the Secretary of the Interior has been deposited in the General Land Office, directing that a fee simple patent issue to the claimant James Andrew Cooper, purchaser of land included in the allotment of Albert Houle, and described as
the southeast quarter of Section twenty-seven in Township one Hundred fifty-four north of Range one hundred three west of the Fifth Principal Meridian, North Dakota, containing one hundred sixty acres, according to the Official Plat of the Survey of the said Land on file in the General Land Office:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Harry S. Truman, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed, GIVEN under my hand, in the District of Columbia, the FIFTEENTH day of JULY in the year of our Lord one thousand nine hundred and FORTY-SIX and of the Independence of the United States the one hundred and SEVENTY-FIRST

(Gen. Land Office Seal)

By the President: Harry S. Truman
By Ruth W. Tally, Secretary,

Jas. F. Homer
Acting Chief, Patents Division General Land Office.

RECORDED: Patent Number 1121066
6-2162

Delinquent Taxes paid, and transfer entered this 24 day of Jan. 1947, Morten Mortenson Auditor of Williams Co., N. Dak. (Co. Aud. Seal)

Filed for record on the 24 day of Jan. A. D. 1947, at 3:37 o'clock P. M., and was duly recorded in Book 91 of Deeds, on page 412, O. O. Huseby, Register of Deeds, (R of D Seal) OH

DOC. NO. 229736

WARRANTY DEED

THIS INDENTURE, Made this _____ day of January 7th in the year of our Lord One Thousand Nine Hundred and Forty seven, between
James Andrew Cooper and Maud Cooper, husband and wife, whose postoffice address is Los Angeles, California parties of the first part,

and

Loren T. Jellison whose postoffice address is Williston, North Dakota party of the second part,
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration DOLLARS, to us in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, his heirs and assigns, FOREVER, all that tract or parcel of land and real estate lying and being in the County of Williams and State of North Dakota, described as follows, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty seven (27,) in Township One Hundred Fifty four (154) North of Range One Hundred Three (103) West of the Fifth Principal Meridian, containing one hundred sixty acres, according to the Official Plat of the Survey thereof. This land is included in the allotment of Albert Houle.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part his heirs and assigns, FOREVER. And the said James Andrew Cooper and Maud Cooper parties of the first part, for their heirs, executors and administrators, do covenant with the party of the second part, his heirs and assigns, that they are well seized in fee of

Filed for record the 16th day of October A. D. 1947 at 4:18 o'clock P. M., and duly recorded in Book 92 of Deeds at page 571, O. O. Huseby, Register of Deeds (R of D Seal) RAH

DOC. NO. 232108

COUNTY DEED

THIS INDENTURE, Made this 16th. day of October, 1947, between the County of Williams, North Dakota, party of the first part, and

Emil Christianson, whose postoffice address is Williston, North Dakota, party of the second part; witnesseth:

WHEREAS, The real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years 1939 to 1940, inclusive, with interest and penalties, amounting to the sum of \$33.36 Dollars, and

WHEREAS, Said real property was offered for sale pursuant to authority of law on the 20th. day of November, 1945, and at said sale no bid was received for same, and said second party became the purchaser of the whole thereof at private sale on the 6th. day of August, 1947, for the sum of \$40.00 Dollars, which sum has been paid in full.

NOW, THEREFORE, The said County as party of the first part, in consideration of the premises and in pursuant to notice to the former owner and authority of law, hereby does grant, bargain, sell and convey to the second party, his heirs or assigns, that certain real property situated in said County of Williams, North Dakota, described as follows, to-wit:

Thirty-Four and Sixty-six Hundredth Acres in Lot One, the Northeast Quarter of the Northeast Quarter of Section Twenty-seven in Township One Hundred Fifty-four North of Range One Hundred Four West.

TO HAVE AND TO HOLD, The above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except the party of the first part reserves ownership of per cent of all oil, natural gas or minerals which may be found on or underlying said land.

In witness whereof H. P. Overland and Morten Mortenson as Chairman of the Board of County Commissioners and County Auditor, respectively, of said County, hereby set their hands the day and year first above written, and do cause the seal of said County to be affixed hereto.

(Wma Co. Seal)

Williams County, North Dakota
H P Overland
By Chairman, Board of County Commissioners
Morten Mortenson By County Auditor

STATE OF NORTH DAKOTA)
COUNTY OF Williams)ss.

On this 16th, day of October, 1947, personally appeared before me, N. I. Grogan within the aforesaid County and State, H. P. Overland and Morten Mortenson to me personally known to be the Chairman of the Board of County Commissioners and the Auditor, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

(SEAL)

(N. P. Seal)

N I Grogan
Notary Public for Williams County, North Dakota.
My commission expires Feb. 2, 1949

Delinquent Taxes paid, and Transfer entered this 16th day of October, 1947 Morten Mortenson (Auditor of Williams Co., N. Dak. Deputy M. Jacobson (Co. Aud. Seal)

Filed for record the 16th day of October A. D. 1947 at 4:19 o'clock P. M., and duly recorded in Book 92 of Deeds at page 572, O. O. Huseby, Register of Deeds (R of D Seal) RAH

DOC. NO. 232109

COUNTY DEED

THIS INDENTURE, Made this 16th. day of October, 1947, between the County of Williams, North Dakota, party of the first part, and

Fred Roland, whose postoffice address is Appam, North Dakota, party of the second part; witnesseth:

WHEREAS, The real property hereinafter described was acquired by the County through tax deed proceedings for the nonpayment of taxes levied and extended against said property for the years 1919 to inclusive, with interest and penalties, amounting to the sum of \$10.10 Dollars, and

WHEREAS, Said real property was offered for sale pursuant to authority of law on the 8th. day of June, 1926, and at said sale no bid was received for same, and said second party became the purchaser of the whole thereof at private sale on the 11th. day of July, 1947, for the sum of \$1.00 Dollars, which sum has been paid in full.

NOW, THEREFORE, The said County as party of the first part, in consideration of the premises and in pursuance to notice to the former owner and authority of law, hereby does grant, bargain, sell and convey to the second party, his heirs or assigns, that certain real property situated in said County of Williams, North Dakota, described as follows, to-wit:

Lot Six in Block Eight of the Original Townsite of the Village of Appam, North Dakota, according to the recorded plat thereof.

TO HAVE AND TO HOLD, The above described real property with all of the appurtenances thereunto belonging to the said party of the second part, his heirs and assigns forever, except the party of the first part reserves ownership of per cent of all oil, natural gas or minerals which may be found on or underlying said land.

In witness whereof H. P. Overland and Morten Mortenson as Chairman of the Board of County Commissioners and County Auditor, respectively, of said County, hereby set their hands the day and year first above written, and do cause the seal of said County to be affixed hereto.

(Wms Co. Seal)

Williams County, North Dakota
H P Overland
By Chairman, Board of County Commissioners
Morten Mortenson
By County Auditor

STATE OF NORTH DAKOTA)
COUNTY OF Williams)ss.

On this 16th. day of October, 1947, personally appeared before me, N. I. Grogan, within the aforesaid County and State, H. P. Overland and Morten Mortenson to me personally known to be the Chairman of the Board of County Commissioners and the Auditor, respectively, of the said County, and acknowledged to me that they executed the foregoing deed for and on behalf of said County.

N I Grogan

Book 93 Page 26

DOC. NO. 232399

U. S. GOVERNMENT PATENT

4-182-C. A. tyt

Patent No. 138800

82628-09.

73344-08 I.O.

Minot 315.

THE UNITED STATES OF AMERICA

To all to whom these presents shall come, Greeting:

WHEREAS, There has been deposited in the General Land Office of the United States a schedule of allotments approved by the Secretary of the Interior July 27, 1909, whereby it appears that BEATRICE MARION, an Indian of the Turtle Mountain Chippewa tribe or band, has been allotted the following-described land:

The east half of the northeast quarter and the Lots one and two of Section twenty-seven in Township one hundred fifty-four north of Range one hundred four west of the Fifth Principal Meridian, North Dakota, containing one hundred forty-three and ninety-two-hundredths acres:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, has allotted, and by these presents does allot, unto the said Beatrice Marion the land above described, and hereby declares that it does and will hold the land thus allotted (subject to all statutory provisions and restrictions) for the period of twenty-five years, in trust for the sole use and benefit of the said Indian, and at the expiration of said period the United States will convey the same by patent to said Indian, in fee, discharged of said trust and free from all charge and incumbrance whatsoever, if said Indian does not die before the expiration of the said trust period; but in the event said Indian does die before the expiration of said trust period, the Secretary of the Interior shall ascertain the legal heirs of said Indian and either issue to them in their names a patent in fee for said land, or cause said land to be sold for the benefit of said heirs as provided by law. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTIETH day of JUNE, in the year of our Lord one thousand nine hundred and TEN, and of the Independence of the United States the one hundred and THIRTY-FOURTH.

By the President: Wm. H. Taft

By M. P. LeRoy, Secretary

H. W. Sanford

Recorder of the General Land Office

(SEAL)

L. O.

DEPARTMENT OF THE INTERIOR

GENERAL LAND OFFICE

Washington D C MAY 4 1937

I hereby certify that this photograph is a true copy of the patent record which is in my custody in this office.

Evelyn S. Adams

Recorder

(Gen. Land Office Seal)

Delinquent Taxes paid, and transfer entered this 17 day Nov. 1947 Morten Mortenson (Auditor of Williams Co., N. Dak.) (Co. Aud. Seal)

Filed for record the 17 day of Nov. A. D. 1947 at 4:50 o'clock P. M., and was duly entered in book 93 of Deeds, page 26. O. O. Huseby, Register of Deeds, (R of D Seal) VG

DOC. NO. 232400

U. S. GOVERNMENT PATENT

4-407 a-tyr.

PATENT NUMBER 86565

Williston 05238

THE UNITED STATES OF AMERICA

To all to whom these presents shall come, Greeting:

WHEREAS, PETER STRAND has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Williston, North Dakota, whereby it appears that full payment has been made by the said Peter Strand according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the east half of the northeast quarter of Section twenty-seven in Township one hundred fifty-four north of Range one hundred three west of the Fifth Principal Meridian, North Dakota, containing eighty acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Peter Strand;

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Peter Strand, and to his heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Peter Strand and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-EIGHTH day of OCTOBER, in the year of our Lord one thousand nine hundred and NINE and of the Independence of the United States the one hundred and THIRTY-FOURTH.

By the President: Wm. H. Taft

By M. W. Young, Secretary

H. W. Sanford

Recorder of the General Land Office

(SEAL)

15401

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

WASHINGTON, D. C. NOV. 14 1947

I hereby certify that this photograph is a true copy of the patent record, which is in my custody in this office.

Jas. F. Homer

Acting Chief, Patents Section

(Seal of Bureau of Land Management)

Delinquent Taxes paid, and transfer entered this 17 day Nov. 1947 Morten Mortenson (Auditor of Williams Co., N. Dak.) (Co. Aud. Seal)

THIS INDENTURE, Made this 6th day of April in the year of our Lord one thousand nine hundred and thirty-seven, between The County of Williams, and State of North Dakota, a municipal corporation,

(a corporation under the laws of the State of North Dakota) party of the first part, and Chas. N. Bain of Fraser, Montana

of the County of xxxxxxxxxxxxxxxxxxxxxxxxx State of xxx part y of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar and other valuable consideration - - - - - DOLLARS to it in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, Remise, Release, Quit-Claim and Convey unto the said part y of the second part, his heirs and assigns, Forever, all the

following tractS or parcelS of land lying and being in the County of Williams and State of North Dakota, described as follows, to-wit: A tract of land lying within Government Lot 1 of Section 27 Township 154 North of Range 104, West of 5th P.M., described as: Beginning at a point 33 feet south from northwest corner of said Lot 1, thence running south parallel to Montana and North Dakota State line 965.45 feet, thence south 77°03' East 763.80 feet, thence 33 feet radially from and concentric with a 15° curve to the left 291.82 feet to the east line of said Lot 1, thence north along said east line 1098.26 feet to a point 33 feet south of north line of said Sec. 27, thence west and parallel to said north line 10 26.96 feet to the place of beginning, containing 25.33 acres, more or less, and also A tract of land lying within the NE 1/4 of NE 1/4 of Section 27 Township 154 North, Range 104, West of 5th P.M., described as: Beginning at a point 33 feet south and 465.2 feet west from northeast corner of said Sec. 27, running thence in a southwesterly direction 33 feet radially from and concentric with 15° curve to the right 334.45 feet, thence tangentially from said curve south 26°53' west 323.57 feet, thence 33' radially from and concentric with 15° curve to the right 261.91 feet to the west line of said NE 1/4 of NE 1/4, thence north 1098.26 feet to a point 33 feet south of the north line of said Sec. 27, thence east 754.8 feet to the place of beginning, and containing 9.35 acres, more or less.

Subject to any and all existing Highways now located and established on, over and across said premises.

TO HAVE AND TO HOLD, The above Quit-Claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said part y of the second part, his heirs and assigns, FOREVER.

This deed being made, executed and delivered in lieu of that certain deed by and between the parties hereto, heretofore issued, which has been lost by said second party.

IN TESTIMONY WHEREOF, The said corporation has caused these presents to be executed in its corporate name by its Chairman of Its Board of County Commissioners President and its attested by its Auditor Secretary and its corporate seal to be hereunto affixed the day and year first above written.

Signed, Sealed and Delivered in Presence of

COUNTY OF WILLIAMS, State of North Dakota

By J. M. Swanson Chairman of Its Board of County Commissioners

Attest: M. Materson County Auditor



STATE OF NORTH DAKOTA
County of Williams ss.

On this 6th day of April in the year one thousand nine hundred and thirty-seven before me, a Notary Public in and for said County and State, personally appeared J.M. Swanson and M. Mortenson Chairman of the Board of County Commissioners of said County, and its County Auditor to me known to be the County Auditor, and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

My commission expires 19

STATE OF NORTH DAKOTA:
County of Williams: ss

On this 6th day of April, A.D. 1937, before me, a Notary Public, within and for said County, personally appeared J.M. Swanson and M. Mortenson, as Chairman of Board of County Commissioners of said County, and County Auditor, respectively, to me known to be such officers, and acknowledged to me that they executed same for and on behalf of said County, and that they were duly authorized to execute such instrument.

Feb. 20, 1938

[Signature]
Notary Public, Williams County,
N.D.

My commission expires



304144 RECORDING FEE \$1.75

QUIT-CLAIM DEED
By Corporation.

Delinquent Personal Property & Real Estate
Taxes paid and transfer entered this
21st day of July 19 61
TRANSFER FEE \$.25

[Signature]
Deputy
Auditor of Williams Co., N. Dak.

OFFICE OF REGISTER OF DEEDS
STATE OF NORTH DAKOTA,
County of WILLIAMS } ss.

I hereby certify that the within Deed was filed in this office for record on the 31st day of JUL 31 1961 19, at 1:34 P.M., and was duly recorded in Book 143 of Quit-Claim Deeds, page 401

[Signature]
Register of Deeds.
By _____ Deputy.

DOC. NO. _____
COPIED _____
GRANTOR _____
GRANTEE _____
COMPARED _____
TRACT _____
MARGINED _____

M. Coakrell
Box 353
Kadishell
STATE OF NORTH DAKOTA
SIOUX FALLS, S.D. 500 4-20

L20-0068

PREPARED BY
THE NORTH DAKOTA GUARANTY AND TITLE CO.

OFFICIAL ABSTRACTERS OF TITLES
FOR WILLIAMS COUNTY, NORTH DAKOTA
108 Main Street, P.O. Box 398
WILLISTON, ND 58802-0398
Phone: 701-774-3054
Fax: 701-774-3056
www.thetitleteam.com



AN ABSTRACT OF THE RECORD TITLE
TO THE FOLLOWING DESCRIBED PREMISES
SITUATED IN

WILLIAMS COUNTY, NORTH DAKOTA

Township 154 North, Range 104 West, 5th P.M.
Section 27: Government Lots 3, 4, E½SE¼

SURFACE ONLY

IMPORTANT INFORMATION ABOUT YOUR ABSTRACT OF TITLE

An Abstract of Title is a summary of the history of ownership of a specific parcel of land. For the complete version of an instrument of record the complete documents should be reviewed. An Abstract of Title shows the title transfers, mortgages, judgments and other liens or rights against the property as indexed within the office of the County Recorder (Register of Deeds) of the county. It reflects the records of the county through the date shown on the abstract; however, it does not reflect the marketability of title. It is recommended that the buyer should take the updated abstract presented to him to an attorney for an examination as to the condition of title.

You, as the owner of the property, are entitled to possession of the abstract. You should store it with the same care you use for other valuable documents, such as wills, stocks and bonds. You may wish to store it in a secure facility such as a safe deposit box or safe.

An abstract may be a necessary part of the sale, financing or refinancing of your land. You can replace a lost or damaged abstract, but it may be very costly.

**THIS ABSTRACT OF TITLE IS COMPILED
AND VALID ONLY FOR THE LANDS
SPECIFICALLY DESCRIBED ON THE
CERTIFICATION PAGE HEREIN.**

Williams County, North Dakota

TOWNSHIP 154 NORTH * RANGE 104 WEST

NORTH						SOUTH					
6	5	4	3	2	1	31	32	33	34	35	36
7	8	9	10	11	12	20	21	22	23	24	25
18	17	16	15	14	13	29	28	27 ³	26	25	24
19	20	21	22	23	24	30	29	28	27 ⁴	26	25

Williams County Abstract Company

Williston, North Dakota

Incorporated in 1907

Williston's only locally owned title company!

Member of:

American Land Title Association

North Dakota Land Title Association

1 The United States
to
FEE SIMPLE PATENT DOC.#94860
Book 44 Deeds page 266
Filed Aug. 15, 1914, 9:18 A.M.
Dated June 29, 1914

Israel Azure, a Turtle
Mountain Chippewa Indian

Grants the E½SE¼ and Lots 3 and 4 of Section 27 in Township 154 north of Range 104 west of the Fifth Principal Meridian, North Dakota, containing 143.28 acres, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

2 Israel Azure and Beatrice Azure,
his wife

to

A. F. Nohle

MORTGAGE DOC.#94861
Book 123 Mortgages page 334
Filed Aug. 15, 1914, 9:19 A.M.
Dated Aug. 14, 1914
Acknowledged Aug. 14, 1914

Convey E½SE¼, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104.
To secure \$331.25 and interest.

3 A. F. Nohle

to

Whom Concerned

SATISFACTION DOC.#101341
Book 117 Mortgages page 127
Filed May 1, 1915, 4:11 P.M.
Dated Mar. 16, 1915

Acknowledged Mar. 16, 1915, by A. F. Nohle before O. J. Morken, Notary Public, Williams County, North Dakota Seal
Commission expires Oct. 3, 1920

Certifies that the mortgage made Aug. 14, 1914, by Israel Azure and Beatrice Azure, his wife, to A. F. Nohle, recorded in Book 123 of Mortgages, page 334, is satisfied.

4 Israel Azure, a Turtle Mountain
Chippewa Indian, and Beatrice Azure,
his wife

to

E. R. Brownson

MORTGAGE DOC.#98237
Book 114 Mortgages page 309
Filed Jan. 6, 1915, 4:15 P.M.
Dated Jan. 2, 1915
Acknowledged Jan. 2, 1915, by said Mortgagors before Nellie M. Larsen, Notary Public, Williams County, North Dakota Seal
Commission expires Oct. 24, 1920

Convey E½SE¼, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104, 143.28 acres, more or less.
To secure \$500.00 and interest, according to one note due Nov. 1, 1920.
Free from all encumbrances whatever.
Contains Power of Sale.

(See Entry 21 herein)

5 E. R. Brownson

to

The Great Northern Life Insurance
Company

ASSIGNMENT DOC.#99187

Book 105 Mortgages page 385

Filed Feb. 2, 1915, 3:59 P.M.

Dated Jan. 22, 1915

Acknowledged Jan. 22, 1915, by said

Assignor before A. E. Watson, Notary

Public, Grand Forks County, North Dakota

Seal Commission expires Mar. 21, 1919

Assigns the mortgage made Jan. 2, 1915, by Israel Azure and Beatrice Azure, his wife,
to E. R. Brownson, recorded in Book 114 of Mortgages, page 309.

6

The Great Northern Life Insurance Co.

By Don McDonald, President

Attest: B. J. Carey, Assistant Secretary

- Corporate Seal -

to

E. R. Brownson

ASSIGNMENT DOC.#103595

Book 103 Mortgages page 80

Filed Sept. 9, 1915, 9:08 A.M.

Dated July 19, 1915

Acknowledged July 19, 1915, by said

officers as act of said corporation,

before A. E. Watson, Notary Public, Grand

Forks County, North Dakota Seal

Commission expires Mar. 21, 1919

Assigns the mortgage made Jan. 2, 1915, by Israel Azure and Beatrice Azure, wife, to
E. R. Brownson, recorded in Book 114 of Mortgages, page 309.

7

E. R. Brownson

to

Jonathan Webster

ASSIGNMENT

DOC.#105072

Book 105 Mortgages page 486

Filed Nov. 20, 1915, 9:27 A.M.

Dated Sept. 9, 1915

Acknowledged Sept. 9, 1915, by said

Assignor before Nellie M. Larsen, Notary

Public, Williams County, North Dakota

Seal Commission expires Oct. 24, 1920

Assigns the mortgage made Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa
Indian, and Beatrice Azure, wife, to E. R. Brownson, recorded in Book 114 of Mortgages
page 309.

8

Thomas Ferguson, Administrator of
the Estate of Jonathan Webster, deceased

to

Elia M. Liffring
2010 Jefferson Ave., Toledo, Ohio

ASSIGNMENT

DOC.#139872

Book 151 Mortgages page 174

Filed Sept. 2, 1919, 9:05 A.M.

Dated July 21, 1919

Acknowledged July 21, 1919, by Thomas

Ferguson as Administrator aforesaid,

before J. G. Robertson, Notary Public,

Fillmore County, Minnesota Seal

Commission expires July 19, 1920

Assigns the mortgage dated Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa
Indian, and Beatrice Azure, his wife, to E. R. Brownson, recorded in Book 114 of
Mortgages, page 309, said mortgage assigned to Jonathan Webster by E. R. Brownson Sept.
9, 1915, by assignment recorded in Book 105 of Mortgages, page 486.

This assignment accompanied by a certificate from the State Tax Commission showing
all inheritance taxes paid in full.

9 Israel Azure, a Turtle Mountain
Chippewa Indian and Beatrice, his wife

MORTGAGE DOC.#98873
Book 98 Mortgages page 577
Filed Jan. 23, 1915, 9:00 A.M.
Dated Jan. 2, 1915
Acknowledged Jan. 2, 1915

to

E. R. Brownson

Convey ~~ESSE~~, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104.
To secure \$87.50 and interest.

Free from all encumbrances, except \$500.00 mortgage.
Contains Power of Sale.

10 E. R. Brownson

to

Westergaard-Blair Co., a corporation

ASSIGNMENT DOC.#119628
Book 150 Mortgages page 21
Filed Feb. 24, 1917, 10:26 A.M.
Dated Jan. 2, 1915

Acknowledged Jan. 2, 1915, by said
Assignor before Nellie M. Larsen, Notary
Public, Williams County, North Dakota
Seal Commission expires Oct. 24, 1920

Assigns the mortgage made Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa
Indian, and Beatrice Azure, his wife, to E. R. Brownson, recorded in Book 98 of
Mortgages, page 577.

11 Israel Azure and Beatrice Azure, wife

to

E. R. Brownson

MORTGAGE DOC.#102451
Book 98 Mortgages page 611
Filed June 23, 1915, 2:25 P.M.
Dated June 22, 1915
Acknowledged June 22, 1915

Convey ~~ESSE~~, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104.
To secure \$54.30 and interest.

12 E. R. Brownson

to

Whom Concerned

SATISFACTION DOC.#124451
Book 118 Mortgages page 358
Filed Oct. 10, 1917, 9:04 A.M.
Dated May 14, 1917
Acknowledged May 14, 1917, by E. R.
Brownson before S. M. Hyde, Notary Public,
Williams County, North Dakota Seal
Commission expires Nov. 2, 1917

Certifies that the mortgage made June 22, 1915, by Israel Azure and Beatrice Azure,
his wife, to E. R. Brownson, recorded in Book 98 of Mortgages, page 611, is satisfied.

13

Westergaard-Blair Co.
By W. H. Westergaard, President
- Corporate Seal -

POWER OF ATTORNEY DOC.#121082
Book J Miscellaneous page 638
Filed Apr. 13, 1917, 9:22 A.M.
Dated Mar. 3, 1917
Acknowledged Mar. 3, 1917

to

Thomas M. Cooney

Appoints and binds M. Cooney its attorney to foreclose the mortgage made Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa Indian, and Beatrice Azure, his wife, to E. R. Brownson, recorded in Book 98 of Mortgages, page 577, and assigned by E. R. Brownson to Westergaard-Blair Co. by assignment recorded in Book 150 of Mortgages, page 21, conveying EASE, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104.

14

Thomas M. Cooney

ATTORNEY'S AFFIDAVIT DOC.#121083
Book J Miscellaneous page 639
Filed Apr. 13, 1917, 9:23 A.M.
Sworn to Mar. 3, 1917

to

Whom Concerned

Says that he is attorney at law of North Dakota, and an actual bona fide resident thereof, that he has been employed to foreclose the mortgage made Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa Indian, and Beatrice Azure, his wife, to E. R. Brownson, recorded in Book 98 of Mortgages, page 577, and assigned to said corporation by assignment recorded in Book 150 of Mortgages, page 21, and that the full amount of fee provided by law for such foreclosure inures solely to his benefit.

15

John A. Corbett

PUBLISHER'S AFFIDAVIT DOC.#121963
Book 126 Mortgages page 291
Filed May 15, 1917, 4:34 P.M.
Sworn to Apr. 14, 1917

to

Whom Concerned

Says that he is publisher of Williston Graphic, a weekly newspaper printed and published at Williston, North Dakota, that the advertisement of Notice of Mortgage Sale, a printed copy of which is hereto attached, was printed and published in said newspaper Mar. 8, 15, 22, 29, Apr. 5, 12, 1917.

NOTICE OF MORTGAGE SALE

Gives notice that certain mortgage by Israel Azure, a Turtle Mountain Chippewa Indian, and Beatrice Azure, his wife, to E. R. Brownson, dated Jan. 2, 1915, recorded in Book 98 of Mortgages at page 577, and assigned to Westergaard-Blair Co., a corporation by assignment recorded in Book 150 of Assignments on page 21, will be foreclosed by a sale of the premises in said mortgage and hereinafter described at the front door of the Court House in Williams County, North Dakota at 2 P.M. on Apr. 16, 1917, to satisfy the amount due on such mortgage on the day of sale.

Said Real Estate: EASE, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104.
Due: \$142.42 and costs and disbursements of this sale.
Dated at Williston, North Dakota Mar. 5, 1917.

Thomas M. Cooney, Attorney
for Assignee of Mortgage,
Williston, North Dakota

Westergaard-Blair Co.
Assignee of Mortgage

16 Axel Strom, Sheriff of
Williams County, North Dakota
By Martin O. Evenstad, Deputy

SHERIFF'S CERTIFICATE DOC.#121964
Book 126 Mortgages page 291
Filed May 15, 1917, 4:35 P.M.
Dated Apr. 16, 1917
Acknowledged Apr. 16, 1917

to

Westergaard-Blair Co., a corporation

Certifies that by virtue of the mortgage made Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa Indian, and Beatrice Azure, his wife, to E. R. Brownson, recorded in Book 98 of Mortgages, page 577, and assigned to Westergaard-Blair Co. by assignment recorded in Book 150 of Mortgages, page 21, and did mortgage E $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104.

On Apr. 16, 1917, at 2 P.M., said Sheriff did sell said premises at public auction at the front door of the court house in Williston, Williams County, North Dakota, in one parcel, to Westergaard-Blair Co. for \$191.33, it being the highest and best bidder therefor and for each tract or parcel included therein, and the whole sum so bid was paid in by said purchaser.

17 Ole E. Ingwaldson, Register of Deeds,
Williams County, North Dakota

AFFIDAVIT OF MAILING DOC.#122003
Book 127 Mortgages page 284
Filed May 17, 1917, 10:38 A.M.
Sworn to May 16, 1917

to

Whom Concerned

Says that on May 16, 1917, he sent by registered mail a copy of the printer's Affidavit of Publication of Notice of Mortgage Sale to E. R. Brownson as subsequent mortgagee, and to Israel Azure, record title owner of E $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104, at Buford, North Dakota.

18 Israel Azure and Beatrice Azure,
his wife

WARRANTY DEED DOC.#124469
Book 55 Deeds page 495
Filed Oct. 10, 1917, 1:45 P.M.
Dated Mar. 29, 1917

to

Beatrice Purcell - -

Acknowledged Mar. 29, 1917, by said Grantors before Oscar Hanson, Notary Public, Williams County, North Dakota
Seal Commission expires Feb. 19, 1923

In consideration of One Dollar and other valuable considerations, Convey and Warrant SE $\frac{1}{2}$ Sec. 27, Twp. 154, Rge. 104, 160 acres more or less.
Free from all encumbrances except mortgage of \$500.00.

19 W. H. Westergaard, President of
Westergaard-Blair Co.

ADDITIONAL LIEN DOC.#125447
Book K Miscellaneous page 276
Filed Nov. 12, 1917, 3:15 P.M.
Dated Nov. 1, 1917

to

Sheriff of Williams County, North Dakota

Acknowledged Nov. 1, 1917

Says that said corporation is owner and holder of Sheriff's Certificate dated Apr. 16, 1917, recorded in Book 126 of Mortgages, page 291, on E $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104, having been secured by foreclosure of the mortgage made by Israel Azure and Beatrice Azure, his wife, to E. R. Brownson, recorded in Book 98 of Mortgages, page 577, and assigned to said corporation by assignment recorded in Book 150 of Mortgages, page 21, and hereby claims an additional lien of \$35.00 with interest and recording fee.

Westergaard-Blair Co.
by W. H. Westergaard, President
- Corporate Seal -

CERTIFICATE OF REDEMPTION DOC.#131393
Book K Miscellaneous page 483
Filed May 4, 1918, 11:15 A.M.

Dated Apr. 15, 1918

Acknowledged Apr. 13, 1918, by said
president as act of said corporation,
before John Murphy, Notary Public,
Williams County, North Dakota Seal
Commission expires Feb. 5, 1921

to

Beatrice Purcell

As owner of Sheriff's Certificate hereinafter mentioned, Beatrice Purcell has paid to me the sum of \$246.47, in redemption of EISEL, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104, 143.28 acres, more or less, from sale thereof made Apr. 16, 1917, upon foreclosure of the mortgage dated Jan. 2, 1915, by Israel Azure and Beatrice Azure, his wife, recorded in Book 98 of Mortgages, page 577, at which sale said premises were sold to said company for \$191.33, Sheriff's Certificate dated Apr. 16, 1917, recorded in Book 126 of Mortgages, page 291, as Document No. 121964. Redemption made by Beatrice Purcell by virtue of Warranty Deed made by Israel Azure and Beatrice Azure, his wife, to Beatrice Purcell dated Mar. 29, 1917, recorded in Book 55 of Deeds, page 495, as Document No. 124469, conveying said premises.

Ella M. Liffing

to

Ivan V. Metzger

POWER OF ATTORNEY DOC.#161732

Book Q Miscellaneous page 395

Filed July 16, 1923, 2:21 P.M.

Dated May 29, 1923

Acknowledged May 29, 1923, by Ella M.
Liffing before George C. Bienke, Notary
Public, Lucas County, Ohio Seal
Commission expires Feb. 2, 1926

Appoints said Ivan V. Metzger her attorney to foreclose the mortgage made Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa Indian and Beatrice Azure, his wife, to E. R. Brownson, assigned to Ella M. Liffing, conveying EISEL, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104, said mortgage recorded in Book 114 of Mortgages, page 309.
(See Entry 4 herein)

Ivan V. Metzger

to

Whom Concerned

ATTORNEY'S AFFIDAVIT DOC.#161733

Book Q Miscellaneous page 396

Filed July 16, 1923, 2:22 P.M.

Sworn to May 31, 1923

Says that he is Attorney at Law of North Dakota, and an actual bona fide resident thereof, residing at Williston, North Dakota, that he has been employed to foreclose the mortgage made Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa Indian, and Beatrice Azure, his wife, to E. R. Brownson, recorded in Book 114 of Mortgages, page 309, and that the full amount of fee provided by law for such foreclosure inures solely to said attorney's benefit.

23 To: Beatrice Purcell
Trenton, North Dakota

NOTICE OF FORECLOSURE DOC.#161798
Book Q Miscellaneous page 407
Filed July 19, 1923, 11:10 A.M.,
Dated Apr. 1, 1923

Gives notice that the mortgage made Jan. 2, 1915, by Israel Azure, a Turtle Mountain Chippewa Indian, and Beatrice Azure, his wife, to E. R. Brownson, for \$500.00 upon EISEL, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104, recorded Jan. 6, 1915, in Book 114 of Mortgages, page 309, and duly assigned to Ella M. Liffing, will be foreclosed unless the amount due thereon is paid within 30 days from date hereof.

Due: Principal \$500.00, Interest \$165.93, Total \$665.93.

Ella M. Liffing

AFFIDAVIT OF SERVICE

Ivan V. Metzger on oath says: That on Apr. 17, 1923, he sent by registered mail a copy of the attached notice to Beatrice Purcell, record title owner of said premises, at Trenton, North Dakota, postoffice nearest said land.
Sworn to Apr. 28, 1923, before Robert R. Rutledge, Notary Public, Williams County, North Dakota Seal Commission expires Apr. 18, 1928.
(Registry return card attached)

24 George Farries

to

Whom Concerned

PUBLISHER'S AFFIDAVIT DOC.#161799
Book 193 Mortgages page 163
Filed July 19, 1923, 11:11 A.M.
Sworn to July 13, 1923, before W. W. Tousley, Notary Public, Williams County, North Dakota Seal
Commission expires Apr. 15, 1928

Says that he is Editor of the Williston Herald, a weekly newspaper printed and published at Williston, North Dakota, that the advertisement of Notice of Mortgage Sale, a printed copy of which is hereto attached, was printed and published in said newspaper June 7, 14, 21, 28, July 5, 12, 1923.

NOTICE OF MORTGAGE SALE

Gives notice that that certain mortgage by Israel Azure, a Turtle Mountain Chippewa Indian, and Beatrice Azure, his wife, to E. R. Brownson dated Jan. 2, 1915, filed Jan. 6, 1915, and recorded in Book 114 of Mortgages, page 309 and assigned by said mortgagee to Jonathan Webster, by Thomas Ferguson, administrator of the estate of Jonathan Webster, assigned to Ella M. Liffing, will be foreclosed by a sale of the premises in such mortgage and hereinafter described at the front door of the Court House in Williams County, North Dakota, at 2 P.M. on July 17, 1923, to satisfy the amount due upon such mortgage on the day of sale.

Said Real Estate EISEL, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104.

Due: \$709.04, together with costs and disbursements of this foreclosure.

Dated at Williston, North Dakota, June 2, 1923.

Ivan V. Metzger
Attorney for Assignee of Mortgage
Williston, North Dakota

Ella M. Liffing,
Assignee of Mortgage

25

Carl Erickson, Sheriff of
Williams County, North Dakota
by Robert R. Rutledge, Deputy

SHERIFF'S CERTIFICATE DOC.#161800

Book 193 Mortgages page 163

Filed July 19, 1923, 11:12 A.M.

Dated July 17, 1923

Acknowledged July 17, 1923, by said Deputy
before Ivan V. Metzger, Notary Public,
Williams County, North Dakota Seal
Commission expires Mar. 14, 1929

to

Ella M. Liffing

Certifies that by virtue of the mortgage made Jan. 2, 1915, by Israel Azure, a
Turtle Mountain Chippewa Indian, and Beatrice Azure, his wife, to E. R. Brownson,
recorded in Book 114 of Mortgages, page 309, on Jan. 6, 1915, 4:15 P.M., and duly
assigned to Ella M. Liffing, and did mortgage E&S B $\frac{1}{4}$, Lots 3 and 4, Sec. 27, Twp. 154,
Rge. 104.

On July 17, 1923, at 2 P.M., said Sheriff did sell said premises at public auction
at the front door of the court house in Williston, Williams County, North Dakota, in
one parcel, to Ella M. Liffing for \$760.42, she being the highest and best bidder
therefor and for each tract or parcel included therein, and the whole sum so bid was
paid in by said purchaser.

Costs and fees: \$51.38.

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O. O. Huseby, Register of Deeds,
Williams County, North Dakota

AFFIDAVIT OF MAILING DOC.#161915

Book 193 Mortgages page 185

Filed July 27, 1923, 3:56 P.M.

Sworn to July 27, 1923, before F. A. Hoare,
County Auditor, Williams County, North
Dakota Seal

to

Whom Concerned

Says he sent by registered mail on July 27, 1923, a copy of the printer's Affidavit
of Publication of Notice of Mortgage Sale, to Beatrice Purcell, record title owner of
E&S B $\frac{1}{4}$, Lots 3 and 4, Sec. 27, Twp. 154, Rge. 104, at Trenton, North Dakota.

W. H. Westergaard, Williston, North Dakota, subsequent mortgagee.

27

State of North Dakota
by F. A. Hoare, County Auditor,
Williams County, North Dakota
-Seal-

TAX DEED DOC.#177515

Book 69 Deeds page 687

Filed June 24, 1926, 1:17 P.M.

Dated June 8, 1926

Acknowledged June 23, 1926, by said Auditor
before Peter J. Erickson, Notary Public,
Williams County, North Dakota Seal
Commission expires Nov. 21, 1928

to

Williams County, North Dakota

Whereas, said County did on Jan. 28, 1920, produce to said Auditor a Certificate of
Purchase dated Dec. 13, 1921, signed by the then Auditor from which it appears that said
County did on Dec. 13, 1921, offer for sale to the bidder who agreed to accept the
lowest rate of interest on the amount of such taxes, the real estate hereinafter
described, which property was returned delinquent for the non-payment of taxes for the
year 1920, amounting to \$8984.60, and was bid in for the County, and it appearing that
said County is legal owner of said Certificate of Purchase and the time fixed by law
for redeeming the land having now expired and said land not having been redeemed and
said County having demanded a deed for same,

Therefore, in consideration of \$1.00, Conveys to second party E&S B $\frac{1}{4}$, Lots 3 and 4,
Sec. 27, Twp. 154, Rge. 104 (and other real estate not under search).

County of Williams, State of North Dakota
 By J. M. Swanson, Chairman of
 Board of County Commissioners
 Attest: Morten Mortenson, County Auditor

-Seal-

to

Ira P. Calder of Bainville, Montana

DEED DOC.#215073

Book 83 Deeds page 278
 Filed Apr. 16, 1941, 2:21 P.M.
 Dated Mar. 17, 1941

Acknowledged Mar. 17, 1941, by said
 officers on behalf of said county, before
 Peter J. Erickson, Notary Public, Williams
 County, North Dakota Seal
 Commission expires Nov. 21, 1946

The real property hereinafter described did revert to and become the property of said County on account of non-payment of taxes for years 1920 to 1924, inclusive, aggregating \$385.67, and before June 8, 1926, said Commissioners fixed a minimum sale price for said real estate of \$179.10, and in conformity with law said real estate was offered for sale June 8, 1926, and there being no bidders therefor said Auditor did on Jan. 16, 1932, sell said real estate to second party for \$179.10.

Therefore, said County, in consideration of the premises, Sells and Conveys to said second party B $\frac{1}{2}$ SE $\frac{1}{4}$, Lots 3 and 4 of Sec. 27, Twp. 154, Rge. 104.

In the Matter of the Estate of
Ira Calder, Deceased

In County Court
County of Williams
State of North Dakota

FINAL DECREE OF DISTRIBUTION DOC. #282145
Book 127 Deeds page 237
Filed April 15, 1957, 11:31 A.M.
Dated April 4, 1957

Says that said estate has been fully administered, that all estate and inheritance taxes, income taxes of the decedent, and all state, county, school and municipal taxes have been fully paid; that decedent died intestate on Sept. 10, 1955, and that the residue of said estate for distribution consists of the EISEI and Lots 3 and 4 of Section 27, Township 154, Rge. 104.

And it further appearing that the following named persons are the one entitled to the residue of said estate by law, viz: (same as shown below)

ORDERED, ADJUDGED AND DECREED, that all and singular of the above described property be and the same is hereby assigned to and vested in the ~~above~~ named persons in the following proportions, To Edgar K. Douglas, Marion C. Graftaas, Hazel Mary Rutten, Ruth Genevieve Tibizar, Bernice Josephine McGauvran, Ina Norton, Luella Robertson, Ethel Redman and Ila Wager, an undivided 1/9 interest each in and to the property herein described.

Edgar K. Douglas of Osnabrock, ND;
Marion C. Graftaas, Portland, OR;
Hazel Mary Rutten, Corona, CA;
Ruth Genevieve Tibizar, whose true name
is Ruth Genevieve Tibessar, Havre, MT;
Bernice Josephine McGauvran, Osnabrock, ND;
none of whom reside upon nor claim the
premises as a homestead

QUIT CLAIM DEED DOC. #282272
Book 127 Deeds page 319
Filed April 26, 1957, 1:58 P.M.
Dated Sept. 15, 1956

Acknowledged Sept. 26, 1956, by Marion
C. Graftaas before (signature is illegible)
Notary Public, Oregon Seal
Commission expires Nov. 22, 1957
(no county given in venue)

to

Earl Wylie, Bainville, Montana

Acknowledged Sept. 28, 1956, by Hazel Mary
Rutten, before Catherine Price, Notary
Public, California Seal
Commission expires Jan. 26, 1960
Venue: Riverside County, California
Avenue: Ruth Genevieve Tibizar, whose true and correct name
is Ruth Genevieve Tibessar, before Mildred Sollien, Notary Public, Residing at Havre,
Montana Seal Commission expires Oct. 30, 1957 - Venue: Hill County, Montana.
Acknowledged Sept. 15, 1956, by Bernice Josephine McGauvran before Loretta (last name
is illegible), Notary Public, North Dakota Seal Commission expires Sept. 26, 1959
Venue: Cavalier County, North Dakota.

Acknowledged Sept. 15, 1956, by Edgar K. Douglas before Loretta (last name is illegible)
Notary Public, North Dakota Seal Commission expires Sept. 26, 1959. Venue: Cavalier
County, North Dakota.

Witnesseth, that the said parties of the first part, in consideration of the sum of \$1.00 and other consideration to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Release, and Quit Claim to the said party of the second part, his heirs and assigns, forever, all their Right, Title, Interest, Claim of Demand in and to the following piece or parcel of land lying and being in the County of Williams and State of North Dakota, and described as follows, to-wit: The EISEI and Lot 3 and Four of section 27 in township 154, Range 104.

Parties of the first part reserve 50% of the oil, gas and mineral rights in the above described premises.

The true consideration for conveyance of the said premises is the sum of \$3 \$3200.00, with grantee to obtain his own abstract for the said premises, and to accept title as it stands under quit claim deeds from present owners. \$3.30 RS

Ina R. Norton and Luella R. Robertson, and Ethel R. Redman, all of Claremont, Ontario and Ila R. Wager, of Newburgh, Ontario, none of whom reside upon nor claim the premises as a homestead

to

Earl Wylie, Bainville, Montana

QUIT CLAIM DEED DOC.#282273

Book 127 Deeds page 322
 Filed April 26, 1957, 1:59 P.M.
 Dated October 10, 1956
 Acknowledged Oct. 10, 1956, by Ina R. Norton, Luella R. Robertson and Ethel R. Redman, before W. G. Parsons, Notary Public, Ontario Seal
 Commission expires on death
 Venue: Province of Ontario, Dominion of Canada.

Acknowledged Oct. 5, 1956, by Ila R. Wager before J. E. (last name is illegible) Notary Public, Ontario Seal
 Commission is for life
 Venue: Province of Ontario, Dominion of Canada.

Witnesseth, that the said part-- of the first part, in consideration of the sum of One dollar and other consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Release, and Quit Claim to the said party of the second part, his heirs and assigns, forever, all their Right, Title, Interest, Claim or Demand in and to the E1824, Lot 3 and 4 of section 27, in township 154, Range 104.
 Parties of the first part reserve 50% of the oil, gas and mineral rights in the above described premises.

The true consideration for the conveyance of the said premises is the sum of \$3200.00, with grantee to obtain his own abstract for the said premises and to accept title as it stands under quit claim deeds from present owners.

Earl Wylie, a/k/a Earl W. Wylie and
Luella Wylie, husband and wife

WARRANTY DEED

DOC. #543053

Filed March 10, 1992, 11:42:33 A.M.
Dated March 4, 1992

to

Orville M. Erickson

Grantor_ hereby Grants to the Grantee all of the real property situated in the County of Williams and State of North Dakota, and described as follows:

Township 154 North, Range 104 West (Surface only)

Section 15: SE $\frac{1}{4}$ SE $\frac{1}{4}$; Lot 4
Section 22: NE $\frac{1}{4}$ SE $\frac{1}{4}$; Lots 1, 2, 3, 4; E $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 23: The South 330 feet of the NW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 24: SW $\frac{1}{4}$
Section 25: NW $\frac{1}{4}$
Section 26: NW $\frac{1}{4}$
Section 27: E $\frac{1}{2}$ SE $\frac{1}{4}$; Lots 3 and 4

Subject to exceptions, reservations and rights of way of record.

Excepting and reserving unto the said grantor, his heirs, personal representatives and assigns, all of the oil, gas, casinghead gas, casinghead gasoline, condensate and all related hydrocarbons, natural gas, oil shale, oil sands, and all other petroleum products or by-products, all lignite, clay, uranium and all other ores containing fissionable materials, gold, silver, lead, nickel, copper, salt, bentonite, diamonds and all other precious or semi-precious gemstones, cinnabar, tin, aluminum, bauxite, potash, phosphorus, potassium, cadmium, granite, marble, limestone, silica, gypsum, iron and all other ferrous and non-ferrous metals or ores, Leonardite, shale, sulphur, thorium, quartz, chromate, magnesium, molybdenum, dolomite, manganese, germanium, ilmenite, rutile, monazite, arsenic, zircon, titanium, lithium, borium, boron, calcium, sodium, nitrogen, bismuth, antimony, zinc, and all sources of geothermal energy, whether by steam, combustion or otherwise, and all other minerals, their compounds and by-products (excluding coal), which may hereafter be discovered, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said land for such minerals, and producing, storing, treating, handling, transporting and marketing the same therefrom with the right to remove from such land all property and improvements placed thereon by grantor, his lessee, or assignee of grantor's lessee. Notwithstanding the limiting language of S47-10-25 N.D.C.C., it is the intent of the grantor to reserve and except from this conveyance all subsurface minerals and metals, except coal, sand and gravel, whether or not specifically enumerated herein, as the term "mineral" is used in its technical sense.

For purposes of this conveyance, sand and gravel shall be considered a part of the surface soils and not a mineral, and shall be conveyed to the grantee by this conveyance.

Acknowledged March 4, 1992 by said Grantors before Connie Sundby, Notary Public, State of North Dakota Seal affixed. Commission expires (illegible).
Venue: Williams County, North Dakota.

Orville M. Erickson, a single person

MORTGAGE

DOC. #543056

Filed March 10, 1992, 11:42 A.M.
Dated March 9, 1992

to

Farm Credit Services of Northwest North
Dakota, ACA

Mortgages the following described real estate in Williams County, North
Dakota, to-wit:

Township 154 North, Range 104 West

Section 27: Lots 3, 4, E $\frac{1}{2}$ SE $\frac{1}{4}$

(and other real estate not under search).

Acknowledged March 10, 1992.

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BY Farm Credit Services of North Dakota,
FLCA

RELEASE OF MORTGAGE/DEED OF TRUST
DOC.#602144

BY: John F. Stevenson, V.P. Credit

Filed July 22, 2002, 10:07 A.M.
Dated July 17, 2002

Certifies that a Mortgage/Deed of Trust dated March 9, 1992, executed by Orville M. Erickson, a single person to Farm Credit Services of Northwest North Dakota, ACA, and recorded in the office of the County Recorder as Document No. 543056 in Williams County, North Dakota, is hereby released.

Acknowledged July 17, 2002 by said officer of said corporation before Pamela J. Andrist, Notary Public, State of North Dakota Seal affixed. Commission expires November 5, 2004. Venue: Ward County, North Dakota.

35

Orville M. Erickson, a single man

WARRANTY DEED

DOC.#576996

Filed February 19, 1998, 9:05:18 A.M.

Dated February 2, 1998

to

J.R. Scheele and Lois Scheele as tenants
in common, RR 3, Box 122, Williston, ND

Grantor does hereby Grant to the Grantee, all of the following real property lying and being in Williams County, North Dakota, and described as follows, to-wit:

Township 154 North, Range 104 West

Section 25: NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, Less Hwy ROW

Section 26: NW $\frac{1}{4}$, Less Hwy ROW

Section 27: Lots 3 & 4, E $\frac{1}{2}$ SE $\frac{1}{4}$

Excepting and reserving unto the Grantors, Orville M. Erickson, his heirs and assigns all oil, gas and coal together with such easements of ingress and egress that may be incidental to such other sub surface minerals. It is the intent to transfer to the buyer all said sand and gravel on the property.

Acknowledged February 2, 1998 by said Grantor before Craig M. McIvor, Notary Public, Williams County, Williston, North Dakota Seal affixed. Commission expires June 2, 2000.

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Farm Credit Services of Northwest North
Dakota, ACA

PARTIAL RELEASE OF MORTGAGE/DEED OF TRUST
DOC.#576997

BY: Greg Quarne, Sr. Lending Specialist

Filed February 19, 1998, 9:05 A.M.

Dated February 10, 1998

to

Orville M. Erickson

Certifies that a parcel of land in Williams County, North Dakota described as follows:

Township 154 North, Range 104 West

Section 26: NW $\frac{1}{4}$ Less HWY #2

Section 27: Lots 3, 4, E $\frac{1}{2}$ SE $\frac{1}{4}$

is hereby released from the lien of mortgage/deed of trust dated March 10, 1992 executed by Orville M. Erickson, a single person to Farm Credit Services of Northwest North Dakota, ACA and recorded in the office of the County Recorder in said County as Document No. 543056.

Acknowledged February 10, 1998 by said officer of said corporation before Shirley Isaacson, Notary Public, State of North Dakota Seal affixed. Commission expires May 3, 2001. Venue: Williams County, North Dakota.

Lois Ann Scheele, Personal Representative
of the Estate of James Richard Scheele,
a/k/a James R. Scheele, a/k/a J.R.
Scheele, deceased

**PERSONAL REPRESENTATIVE'S DEED
OF DISTRIBUTION** DOC. #750350
Filed December 19, 2012, 4:07 P.M.
Dated December 12, 2012

to

Lois Ann Scheele, 1020 42nd Street
East, Williston, ND 58801

Grantor does hereby grant, convey, transfer and assign to grantee all of that certain real property in Williams County, North Dakota, described as follows, to-wit:

Township 153 North, Range 103 West

Section 4: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 9: Sublot 1 in the SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$

Township 154 North, Range 104 West

Section 10: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 3 and 4, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 11: NW $\frac{1}{4}$ SW $\frac{1}{4}$ west of the centerline of the township road, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 14: NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 15: NENE $\frac{1}{4}$, Lots 1, 2, and 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 22: E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 1, 2, 3, and 4, NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 23: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, South 330 feet in NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 25: NW $\frac{1}{4}$

Section 26: NW $\frac{1}{4}$

Section 27: E $\frac{1}{2}$ SE $\frac{1}{4}$, Lots 3 and 4

Acknowledged December 12, 2012 by said Personal Representative before Charlene Shroyer, Notary Public, State of North Dakota Seal affixed. Commission expires September 12, 2014. Venue: Williams County, North Dakota.

LETTERS TESTAMENTARY

IN THE DISTRICT COURT OF WILLIAMS COUNTY, NORTH DAKOTA

IN THE MATTER OF THE ESTATE OF JAMES RICHARD SCHEELE,

A/K/A JAMES R. SCHEELE, DECEASED

Lois Ann Scheele is hereby appointed Personal Representative of the Estate.

Date: June 27, 2011

/s/David W. Nelson, Judge of the
District Court

Attached is the Oath of Lois Ann Scheele.

Attached is a Certificate of Correct Transcript dated December 13, 2012, which further certifies that on the date of this Certificate, said Letters were in full force and effect, By: Jody Fixen by Linda Carpenter, Clerk of District Court. Official Seal affixed.

Lois Ann Scheele
/s/Lois Scheele

ELECTRIC LINE RIGHT-OF-WAY EASEMENT
DOC.#777533

Filed January 13, 2014, 10:21 A.M.
Dated July 23, 2013

to

Lower Yellowstone Rural Electric
Association, Inc.

Grantor do hereby GRANT to the grantee, and to its successors and assigns, an easement and right to enter upon the lands of the undersigned, situated in Williams County, North Dakota and more particularly described as follows: **Township 154N-Range 104W Section 27-S $\frac{1}{2}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$, 20ft either side of underground three-phase power line.** and to construct, reconstruct, operate and maintain, on the above described lands and/or in or upon all streets, roads, or highways abutting said lands an electric transmission or distribution line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

It is intended that this easement shall apply to and cover any and all electrical transmission and or distribution lines located overhead or underground on said lands and appurtenances presently located upon said lands or to be constructed thereon in the future.

In the event that relocation of existing lines becomes necessary, the cooperative shall before such relocation shall take place, secure the consent of the owner in regard to such relocation.

All of the facilities herein authorized to be constructed shall conform with the National Electric Safety Code. Underground cable shall be buried to a depth of at least 36".

The cooperative shall have the right to select the site location and line for the above authorized facilities subject to the following limitations.

Underground cables shall be constructed within 150 feet of existing public road rights of way except as herein set forth.

Lines to be located near section line fences, and near oil wells lease roads.

The undersigned agrees that the poles, wires, and other facilities, including any main service, entrance equipment and/or underground facilities installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Acknowledged July 23, 2013 by Lois Scheele before Brenda J. Lynch, Notary Public, State of North Dakota Seal affixed. Commission expires October 5, 2014. Venue: Williams County, North Dakota.

Lois Ann Scheele "Owner"

RIGHT OF WAY AGREEMENT DOC.#777550

Filed January 13, 2014, 1:34 P.M.

Dated March 18, 2013

to

ONEOK Rockies Midstream, LLC, 2700
Lincoln Avenue SE, Sidney, Montana
59270

Owner does hereby Grant, Convey and Warrant unto Grantee, a temporary right-of way 50' in width, becoming a permanent right of way 25' in width upon installation, for the purpose of laying, constructing, maintaining, operating, inspecting, repairing, replacing, protecting, changing the size of and removing said pipeline, for the transportation of hydrocarbons, upon and along a route to be selected by Grantee in consultation with Owner on, under and across lands of Owner, situated in Williams County, North Dakota, described as follows:

Township 154 North, Range 104 West, 5th P.M.
Section 27: Lot 3(31.72), NE/4SE/4

(continued)

(Document No. 777550 herein continued)

Together with an easement for restricted rights of ingress and egress to, from and along said pipeline and facilities of GRANTEE on, over and across said lands and adjacent lands of OWNER, and GRANTEE shall have all privileges necessary or convenient for the full use and enjoyment of the rights herein granted.

GRANTEE may record this Right of Way Agreement attaching a plat as Exhibit "A" (incorporated herein by reference) of the actual route of the facilities constructed hereunder and/or of the ingress/egress easement to further identify the locations thereof.

No above ground facilities, excepting pipeline safety markers where necessary.

Agreement is for a single pipeline only.

GRANTEE shall bury the top of its pipeline at or below 48 inches in depth. GRANTEE shall restore the land as soon as practicable after the pipeline is completed. Restoration shall be made as near practicable to the condition when GRANTEE first entered onto the land.

OWNER, their successors and assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided OWNER agrees not to construct or create any obstruction, structure, or engineering work on the herein-granted right of way that will interfere with the rights and interests of GRANTEE herein-granted, and provided further that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush and obstructions from the herein-granted right of way and ingress/egress easement. GRANTEE agrees to pay OWNER or any tenant, as their interests may appear, for actual damages to crops, pasture, timber, livestock, fences and other improvements on said premises which may arise from exercise of the rights herein-granted, provided GRANTEE shall not be liable for damages for future clearing of the right of way and ingress/egress easement in exercise of the rights herein granted.

GRANTEE agrees to comply with all applicable state and local regulations.

GRANTEE shall indemnify, defend and hold harmless OWNER from any and all claims, demands, causes of action, or liability for damages, loss or injuries that arise out of GRANTEE'S operations on the land. The parties agree that in no event shall either be liable for special, exemplary, consequential or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

This instrument constitutes the entire agreement and understanding of the parties and supersedes all prior understandings, negotiations and agreements of the parties related to the subject matter hereof. GRANTEE may record a memorandum of this agreement. Each party agrees to give the other a 30-day right to cure after notice of any default before seeking termination or exercising any other remedy.

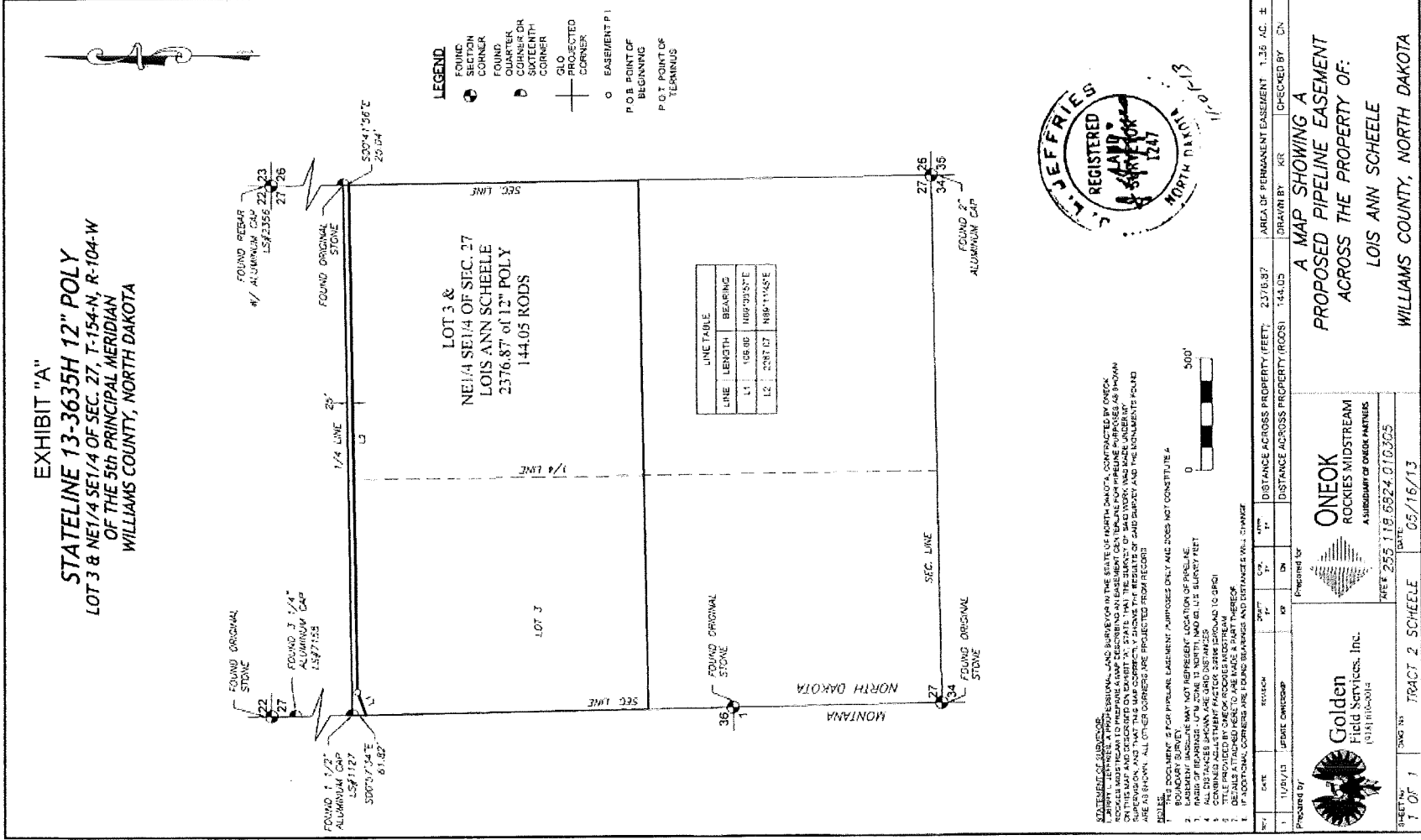
TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE, its successors and assigns for so long as same are used for the purposes herein granted. All provisions hereof are appurtenant to, run with and burden the above-described land, and are binding upon and inure to the benefit of the successors, assigns, heirs, executors, administrators and other legal representatives of each of the parties.

This agreement may be executed in part or counterpart.

Acknowledged March 18, 2013 by Lois Ann Scheele before Shari L. Erdman, Notary Public, State of North Dakota Seal affixed. Commission expires March 12, 2014. Venue: Williams County, North Dakota.

(continued)

(Document No. 777550 herein continued)



ABSTRACTER'S NOTE: There are 12 Federal Tax Liens filed after March 1, 2016 in Sargent County against Orville Erickson that are being omitted from this abstract. A search using Orville M. Erickson's Social Security Number shows there is no match to any of the said Liens.

This Abstract was compiled by a member of the NORTH DAKOTA LAND TITLE ASSOCIATION & the AMERICAN LAND TITLE ASSOCIATION holding a Certificate of Authority from the North Dakota Board of Abstractor's Examiners.

Williams County Abstract Company ~ 123 East Broadway ~ Williston ND ~ 58801

UNIFORM ABSTRACTER'S CERTIFICATE

Adopted by the North Dakota Land Title Association

STATE OF NORTH DAKOTA)

§)

COUNTY OF WILLIAMS)

SURFACE ONLY ABSTRACT

WILLIAMS COUNTY ABSTRACT COMPANY, Official Abstracter within and for Williams County, North Dakota, hereby **CERTIFIES** that the foregoing entries numbered herein from **1 to 39**, both inclusive, show a correct abstract of all instruments indexed in the office of the County Recorder, within and for Williams County, North Dakota, as the same appear of record therein, indexed against the following described premises, to-wit:

Government Lots 3 and 4 and the E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27 in Township 154 North of Range 104 West of the Fifth Principal Meridian in Williams County, North Dakota.

(All oil, gas and mineral documents of record have been omitted herefrom at the request of the record title owner.)

AND FURTHER CERTIFIES that there are no UNPAID TAXES, NO UNREDEEMED TAX SALES OR UNRECORDED TAX DEEDS issued within twenty years next preceding the date hereof, that appear of record in the offices of the County Auditor or County Treasurer of said County, EXCEPT Special Assessments which have not been certified to the County Treasurer for collection, against said premises EXCEPT:

AND FURTHER CERTIFIES that the following searches have been made **AS TO THE NAMES AS SHOWN HEREON**, and there are:

- no unsatisfied JUDGMENTS or RENEWALS thereof docketed in the Office of the Clerk of the District Court within and for said County within the ten years next preceding the date hereof;
- no unsatisfied TRANSCRIBED JUDGMENTS docketed in the Office of the Clerk of the District Court within and for said County, within the twenty years next preceding the date hereof;
- no unsatisfied FEDERAL TAX LIENS or OTHER FEDERAL LIENS specific to Williams County filed in the North Dakota Central Indexing System and/or the Office of the County Recorder of said County, pursuant to the Uniform Federal Registration Act;
- nor any petition, decree, order or bond by or in BANKRUPTCY COURT, filed or recorded in the Office of the County Recorder of said County;
- no unsatisfied STATE TAX LIENS filed in the North Dakota Central Indexing System; and
- no liens filed in the NORTH DAKOTA CHILD SUPPORT LIEN REGISTRY on or after March 1, 2012;

AGAINST: Earl Wylie; Earl W. Wylie; Iuella Wylie; Orville M. Erickson; J.R. Scheele; James Richard Scheele; James R. Scheele; Lois Ann Scheele, Personal Representative of the Estate of James Richard Scheele, a/k/a James R. Scheele, a/k/a J.R. Scheele; Lois Scheele; Lois Ann Scheele; provided, however, that Williams County Abstract Company assumes no liability whatsoever with respect to any State Tax Liens that are not listed herein but later discovered to be in existence at the time and date of the certification shown herein because of any tax lien name variances from the names listed herein.

IN WITNESS WHEREOF, WILLIAMS COUNTY ABSTRACT COMPANY has caused this Certificate to be executed in its name and its official seal to be hereunto affixed at the City of Williston, Williams County, North Dakota through:

28th day of December, A.D. 2016, at 5:00 o'clock P.M.

73362

WILLIAMS COUNTY ABSTRACT COMPANY

By:

Lisa M. Engel

Lisa M. Engel, President

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40. Lois Scheele aka Lois Ann Scheele, AFFIDAVIT OF MARKETABLE RECORD TITLE.

to Dated March 1, 2017.
The Public. Filed for record March 7, 2017 at 3:12 P.M.
Recorded as Document No. 831622.

Affiant, being first duly sworn on oath, deposes and states as follows:

That she is the record title owner and in possession of the following described real property situated in Williams County, North Dakota, to-wit:

Township 154 North, Range 104 West

Section 27: Government Lots 3 and 4 and the E½SE¼

Affiant is in possession of the above described real property and she and her immediate and remote grantors have an unbroken chain of title for more than 20 years of record which were derived from the following documents:

1. A Warranty Deed dated March 4, 1992, filed March 10, 1992 and recorded as Document No. 543053 from Earl Wylie aka Earl W. Wylie and Luella Wylie, husband and wife to Orville M. Erickson, covering the above described real property (and other property)
2. A Warranty Deed dated February 2, 1998, filed February 19, 1998 and recorded as Document No. 576996 from Orville M. Erickson, a single man, to J. R. Scheele and Lois Scheele, as tenants in common, covering the above described real property (and other property).
3. A Personal Representative's Deed of Distribution dated December 12, 2012, filed December 19, 2012 and recorded as Document No. 750350 from Lois Ann Scheele, Personal Representative of the estate of James Richard Scheele aka James R. Scheele, aka J. R. Scheele, deceased, to Lois Ann Scheele, covering the above described real property (and other property).

That no persons have made or filed any claims or notices of claims of any nature to any of the premises described in this affidavit at any time in the last 20 years.

That these documents cover the above described real property and are recorded in the office of the County Recorder for Williams County, North Dakota.

That this affidavit is made pursuant to the provisions of Chapter 47-19.1 of the North Dakota Century Code for the purpose of removing any cloud upon the title to the above described real property as a result of any instruments recorded in the office of the County Recorder of Williams County, North Dakota, prior to the recording of the aforementioned instruments.

Subscribed and sworn to March 1, 2017, before Peggy Sundby, Williams County, N.D. N.P. seal affixed. Comm. expires December 31, 2019.

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41. Lois Scheele aka Lois Ann Scheele, WARRANTY DEED.

to Dated March 1, 2017.
Beau D. Anderson and Amber D. Anderson Filed for record March 7, 2017 at 3:12 P.M.
5045 153rd Avenue NW Recorded a Document No. 831623.
Williston, ND 58801.

Grant to the grantees, as joint tenants and not as tenants in common, all of the following Williams County, North Dakota, Township 154 North, Range 104 West

Section 27: Government Lots 3 and 4 and the E½SE¼

SUBJECT to easements, rights-of-way and conveyances of record or apparent from physical examination of the property.

EXCEPTING AND RESERVING unto the Grantor, her successors and assigns all of the oil, gas and all other minerals in, under and that may be produced from the above described real property.

Acknowledged March 1, 2017 by Lois Scheele aka Lois Ann Scheele, a single person, before Peggy Sundby, N.P. Williams County, N.D. N.P. seal affixed. Comm. expires Dec. 31, 2019.

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42. Beau D. Anderson and Amber D. Anderson,
husband and wife,
NORTH DAKOTA OPEN-END MORTGAGE.

to
Dated March 1, 2017.
Filed for record March 7, 2017 at 3:12 P.M.
Recorded as Document No. 831624.
Farm Credit Services of North Dakota PCA
PO Box 70
Minot, North Dakota 58702.

Mortgages the following described land, lying and being in Williams County, North Dakota, to-wit:
Township 154 North, Range 104 West

Section 27: Lots 3 and 4, E½SE¼

To secure \$43,000.00, maturity date April 1, 2024.

Homestead Waiver Statement, dated March 1, 2017, signed by Beau D. Anderson and Amber D. Anderson.

Acknowledged March 1, 2017 by Beau D. and Amber D. Anderson, before Thomas J. Lippert, N.P. Williams County,
N.D. N.P. seal affixed. Comm. expires May 13, 2020.

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UNIFORM ABSTRACTER'S CERTIFICATE
Adopted by North Dakota Land Title Association

STATE OF NORTH DAKOTA }
County of Williams }ss

THE NORTH DAKOTA GUARANTY AND TITLE CO., Official Abstracter within and for said Williams County, North Dakota, hereby Certifies that the foregoing entries numbered herein from – 40 – to – 42 –, both inclusive, show a correct abstract of all instruments **EXCEPT AS SHOWN AT ENTRY No. 70**, recorded in the office of the County Recorder within and for said Williams County, as the same appear of record therein, indexed against the following described premises, to-wit: **Government Lots 3 and 4, E½SE¼ Section 27, Township 154 North, Range 104 West of the 5th P.M., Williams County, North Dakota**, subsequent to December 28, 2016 at 5:00 P.M.

SURFACE ABSTRACT ONLY

AND FURTHER CERTIFIES that the following searches have been made **AS TO THE NAMES AS HEREON SHOWN**, and there are no unsatisfied **JUDGMENTS** or **RENEWALS** thereof docketed in the office of the Clerk of Court within and for said County within the ten years next preceding the date hereof; no unsatisfied **TRANSCRIBED JUDGMENTS** docketed in the office of the Clerk of Court within and for said County, within the twenty years next preceding the date hereof; no unsatisfied **FEDERAL TAX LIENS** or **OTHER FEDERAL LIENS** filed in the office of the County Recorder of said County pursuant to the Uniform Federal Registration Act; nor any petition, decree, order or bond by or in **BANKRUPTCY COURT**, filed or recorded in the County Recorder of said County; no unsatisfied **STATE TAX LIENS** filed in the North Dakota Central Indexing System; no lien filed in the **NORTH DAKOTA CHILD SUPPORT LIEN REGISTRY** on or after March 1, 2012, **AGAINST:**


Lois Scheele; Lois Ann Scheele; Beau D. Anderson; Amber D. Anderson;

NO CERTIFICATION GIVEN TO MINERAL INTEREST HOLDERS.

AND FURTHER CERTIFIES that there are no **UNPAID TAXES, UNREDEEMED TAX SALES OR UNRECORDED TAX DEEDS** issued within twenty years next preceding the date hereof, that appear of record in the office of the County Auditor or County Treasurer of said County, **EXCEPT** special assessments which have not been certified to the County Treasurer for collection against said premises

IN WITNESS WHEREOF, **THE NORTH DAKOTA GUARANTY AND TITLE CO.** has caused this certificate to be executed in its name and its official seal to be hereunto affixed at Williston, Williams County, North Dakota this **7th day of March, 2017 at 7:59 o'clock A.M.**

THE NORTH DAKOTA GUARANTY AND TITLE CO.

By 

This Abstract Compiled by a Member of the North Dakota Land Title Association
and American Land Title Association

Abs##L 17-0157b

*The North Dakota Guaranty & Title Co.,
Official Abstracters of North Dakota
for Burleigh County, Dunn County, Emmons County, McKenzie County, McLean County, Morton County,
Renville County, Stark County, Ward County and Williams County*

No. 43

As requested and in accordance with Paragraph 43-01-15.1 of the North Dakota Century Code, certain instruments pertaining to oil, gas and mineral interests in the lands described in the caption hereof have been omitted from this abstract and are listed as follows:

	<u>Instrument</u>	<u>Doc#</u>
1.	Rel Lien	832543
2.	Term FS	832738
3.	Term FS	832739
4.	PRMD	833092
5.	MD	848649
6.	Asgn	850898
7.	Part Rel	853096
8.	MD	853518
9.	MD	853519
10.	MD	856584
11.	PRMD	857579
12.	Part Rel	860593
13.	Asgn	860594
14.	MD	860595
15.	FS	860742
16.	Asgn	860849
17.	Judg Min	865166

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UNIFORM ABSTRACTER'S CERTIFICATE

ADOPTED BY NORTH DAKOTA LAND TITLE ASSOCIATION

STATE OF NORTH DAKOTA)
County of Williams) ss:

THE NORTH DAKOTA GUARANTY AND TITLE CO. Official Abstractor within and for said Williams County, North Dakota, hereby **CERTIFIES** that the foregoing entries numbered **from 43 to —**, both inclusive, show a correct abstract of all instruments recorded in the Office of the County Recorder, within and for Williams County, North Dakota, as the same appear of record therein, indexed against the following described premises, to-wit:

Township 154 North, Range 104 West, 5th P.M.
Section 27: Government Lots 3, 4, E½SE¼

SUBSEQUENT TO March 7, 2017 at 7:59 AM

TO: SURFACE ONLY

AND FURTHER CERTIFIES that the following searches have been made **AS TO THE NAMES AS HEREON SHOWN**, and there are no unsatisfied **JUDGMENTS OR RENEWALS** thereof docketed in the office of the Clerk of the District Court or the Clerk of the County Court within and for said County within the ten years next preceding the date hereof; no unsatisfied **TRANSCRIBED JUDGMENTS** docketed in the office of the Clerk of the District Court within and for said County, within the twenty years next preceding the date hereof; no unsatisfied **FEDERAL TAX LIENS OR OTHER FEDERAL LIENS** specific to Williams County filed in the office of the North Dakota Central Indexing System and/or the Office of the County Recorder of said County pursuant to the Uniform Federal Registration Act; nor any petition, decree, order or bond by or in **BANKRUPTCY COURT**, filed or recorded in the County Recorder of said County; no unsatisfied **STATE TAX LIENS** filed in the North Dakota Central Indexing System. No lien filed in the **NORTH DAKOTA CHILD SUPPORT LIEN REGISTRY** on or after March 1, 2012, **AGAINST:**

Beau D. Anderson; Amber D. Anderson

NO CERTIFICATION GIVEN TO MINERAL INTEREST HOLDERS

AND FURTHER CERTIFIES that there are no unpaid **TAXES, UNREDEEMED TAX SALES OR UNRECORDED TAX DEEDS** issued within twenty years next preceding the date hereof, that appear of record in the office of the County Auditor or County Treasurer of said County, **EXCEPT** special assessments which have not been certified to the County Treasurer for collection against said premises:

Real Estate Taxes are due for the 1st 1/2 of the year 2019.

TAX ID NUMBER 59-154-04-00-27-010

IN WITNESS WHEREOF, THE NORTH DAKOTA GUARANTY AND TITLE CO. (Incorporated) has caused this certificate to be executed in its name, and its official seal to be hereunto affixed at the City of Williston, Williams County, North Dakota, **January 31, 2020 at 7:59 o'clock AM.**

SEAL

THE NORTH DAKOTA GUARANTY AND TITLE CO.

By: _____

Jill Christensen, Asst. Vice President

#L20-0068CJ

This Abstract Compiled by a Member of the North Dakota Land Title Association,
and American Land Title Association.