

MISCELLANEOUS RECORD S

JONES & KROEGER CO., WINONA 2685

summons in manner and form provided by law and further consented that said cause of action may be set for hearing and tried in her absence as though she were present in person or represented by counsel, thereupon this cause comes on in its regular order for trial as heretofore set down by the court and the trial of this cause is proceeded with.

And the court having heard the evidence adduced and the arguments of counsel thereon and being advised in the premises, now finds for the plaintiff herein and further finds that said plaintiff has for more than one year next before the commencement of this action been a bona fide resident of the County of Leavenworth, in the State of Kansas, and that said plaintiff and defendant were married as is alleged in plaintiff's petition herein, and that said defendant has before the commencement of this action been guilty of Extreme Cruelty to and toward said plaintiff as is alleged in Plaintiff's petition herein.

It is therefore, and for the fault of the said defendant, now by the Court here considered, ordered, adjudged and decreed that the marriage contract heretofore existing between the said plaintiff and defendant be and the same is hereby set aside and wholly annulled, and said parties be and they are hereby divorced from each other and forever released from the obligations of said marriage contract.

And it is now by the court here further considered, ordered, adjudged and decreed that said plaintiff have and recover of and from said defendant all her costs herein expended, taxed at \$_____ and that execution issue therefor.

And it is now by the court here further considered, ordered, adjudged and decreed that this the above and foregoing decree of divorce does not become absolute and take effect until the expiration of six (6) months from this the 2nd. day of April A. D. 1932.

And it is now by the court on this 30th., day of June A. D. ordered that this above and foregoing decree be and the same hereby entered Nunc Pro Tunc as of the 2nd., day of April A. D. 1932.

STATE OF KANSAS
LEAVENWORTH COUNTY SS.

I, Dorothy Harrison Clerk of the District Court of the First Judicial District of the State of Kansas, sitting within and for the County aforesaid, do hereby certify the above and foregoing to be a true, full and complete copy of Decree of Divorce in the therein entitled cause, as the same remains of record in my office.

WITNESS MY HAND and Seal of said Court affixed at my office, in the city of Leavenworth, this 3rd day of September A. D. 1948.

(Seal)

By Dorothy Harrison, Clerk
Deputy Clerk

No. 118372 Filed for record this 8th day of September, 1948 at 9:15 A. M.
S. A. Haugland, Register of Deeds

AFFIDAVIT AS TO IDENTITIES

State of Minnesota,
County of Yellow Medicine.ss.

E. C. Edwards came personally before me, and being first duly sworn, deposes and says:

That he is of legal age, and resides in Canby, Minnesota;

That he was well and personally acquainted with Sigvart Fjeld, grantee in that certain deed dated December 27th, 1909, and recorded in the office of the register of deeds of Yellow Medicine County, Minnesota, on December 29th, 1909, at 9:00 A.M. in Book 40 of Deeds, page 456, and knows of his own knowledge that said Sigvart Fjeld was the same and identical person as S. Fjeld, one of the grantors in that certain deed dated September 1st, 1925, and recorded in said register of deed's office on Sept. 17, 1925 at 9:00 A.M. in Book 53 of Deeds, page 518;

That he was well and personally acquainted with William Pelstring, grantee in that certain deed dated September 1st, 1925, and recorded in the office of the register of deeds of Yellow Medicine County, Minnesota, on September 17th, 1925 at 9:00 A.M. in Book 53 of Deeds, page 518, and knows of his own knowledge that said William Pelstring was the same and identical person as William G. Pelstring, one of the grantors in that certain deed dated August 3, 1943, and recorded in said register's office on September 3, 1943, at 9:30 A.M. in Book 71 of Deeds, page 227.

Subscribed and sworn to before me this 25 day of August, 1948.

(Notarial Seal) A. C. Severson
Notary Public, Yellow Medicine County, Minnesota
My commission expires April 13, 1950.

No. 118376 Filed for record this 9th day of September, 1948 at 8:30 A. M.
S. A. Haugland, Register of Deeds

Recommended for Approval
B. Mason
E. J. Rowland
Ass't Engineer of Lands & R.W.

STATE OF MINNESOTA
DEPARTMENT OF HIGHWAYS

Approved
M. J. Hoffman
Commissioner of Highways
S. Rex Green
S. Rex Green
Engineer of Lands & P.W.

R. W. 38-15

OFFTAKE DITCH EASEMENT

S.P. 8705 (67-48-22) Neg. 214
Name Ernfred Bengtson and Spouse
Address Route 1, Canby, Minnesota

County of Yellow Medicine
Hulda Bengtson

Date 9/7/48
Stipulation
Int. Added
Abs. No. 1285
Amt. 50.00

We hereby certify that we are the owners of the property described herein and have the power to give the rights hereinafter granted, and for and in consideration of the sum of \$50.00, and the further consideration of connecting a 6 inch Tile Line to the present Tile Line at approximately Engineers Station 10+50 and connecting an open ditch to the offtake ditch at approximately Engineers Station 20+00, the receipt whereof is hereby acknowledged do hereby grant unto the state of Minnesota, the right to enter upon that portion of the west half of the northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of section 11, Township 115 north, Range 44 West, County of Yellow Medicine, Minnesota, described as follows, to-wit:

The east 20 feet of the south 1330 feet and the south 40 feet of the east 200 feet of the following described tract:

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The west half of the northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of section 11, township 115 north, range 44 west;

containing 0.61 acres, more or less;

for the purpose of locating, constructing, repairing, maintaining and using as an offtake ditch in connection with the location, construction, maintenance and use of Trunk Highway No. 67 as same is now located and established by order of the Commissioner of Highways.

The State shall have the right of ingress to and egress from the hereinbefore described property for the purpose of maintaining and repairing said offtake ditch and the owners hereby release the State from any and all claims for damages by reason of the use, according to the terms of this easement, of said property.

IN WITNESS WHEREOF, we have hereunto subscribed our name this 16th day of July, 1948.

In presence of:
Edward R. Lorens, Witness
Witness Gordon Lundgren

Ernfred Bengtson (Seal)
Hulda Bengtson (Seal)

STATE OF MINNESOTA

County of Yellow Medicine ss

On this 16 day of July, 1948, before me personally appeared Ernfred Bengtson and Hulda Bengtson, his wife 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.

A. C. Severson
Notary Public, Yellow Medicine County, Minn.
My Commission expires April 13, 1950.

(Notarial Seal)

A P P R O V E D
Department of Administration
Sep 3 1948
By B. J. Vantjerten
Authorized Signature.

(SEAL)

Approved as to form and execution
Bert McMullen
Dated Aug 2, 1948

No. 118385 Filed for record this 10 day of September, 1948 at 10:20 A. M.

S. A. Haugland, Register of Deeds

YELLOW MEDICINE COUNTY SLOPE EASEMENT

I, Peter J. Vold of the owner of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec 35 & W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 36 in Friendship Township do hereby agree to allow the Yellow Medicine County Highway Department at any time hereafter to enter upon my land for a distance of not to exceed 17 feet along the West & East sides respectively of the above described property, for the purpose of backsloping during the construction of the road.

We do further agree that the pole lines of any Telephone or Power Line Company along said property line may be permanently located on the 50' line, which is 50' from center line of the road. Also that your fences shall be placed on this 50' line.

Also that the County be permitted to remove dead trees in groves to a distance of 50' and that these or any part of grove as it dies out will not be replanted, within the 50' right-of-way.

In consideration of the County's being allowed the use of the extra 17' the County agrees to replace all fences, the Owner to furnish any material which is needed in the replacing of the fences. Also the County will furnish grass seed for the ditches for one planting after the road has been built. This planting to be done either by the County or by the farmer. This hay to belong to the farmer or tenant for cutting.

Dated this 9 day of Sept., 1948.

In presence of:
W. Bix Griebler
Corinne Carlson

P. J. Vold
Mrs. P. J. Vold

STATE OF MINNESOTA

COUNTY OF YELLOW MEDICINE ss

For Yellow Medicine County

On this 9th day of Sept., 1948 before me personally appeared P. J. Vold and Mrs. P. J. Vold 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.

W. Bix Griebler
Notary Public, Yellow Medicine County, Minnesota
My Commission expires July 21, 1951.

(Notarial Seal)

No. 118386 Filed for record this 10 day of September, 1948 at 10:30 A. M.

S. A. Haugland, Register of Deeds

YELLOW MEDICINE COUNTY SLOPE EASEMENT

I, John J. Kise, of the owner of NW $\frac{1}{4}$ of Section 35 in Normania Township do hereby agree to allow the Yellow Medicine County Highway Department at any time hereafter to enter upon my land for a distance of not to exceed 17 feet along the North side of the above described property, for the purpose of backsloping during the construction of the road.

We do further agree that the pole lines of any Telephone or Power Line Company along said property line may be permanently located on the 50' line, which is 50' from center line of the road. Also that your fences shall be placed on this 50' line.

Also that the County be permitted to remove dead trees in groves to a distance of 50' and that these or any part of grove as it dies out will not be replanted within the 50' right-of-way.

In consideration of the County's being allowed the use of the extra 17' the County agrees to replace all fences, the Owner to furnish any material which is needed in the replacing of the fences. Also the County will furnish grass seed for the ditches for one planting after the road has been built. This planting to be done either by the County or by the farmer. This hay to belong to the farmer or tenant for cutting.

Dated this 9 day of Sept., 1948.

In presence of:
J. B. Kise
W. Bix Griebler

A. J. Kise, Agent Kise Bros.

STATE OF MINNESOTA

COUNTY OF YELLOW MEDICINE ss

On this 9 day of Sept., 1948, before me personally appeared A. J. Kise, Agent for Kise Bros. to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

W. Bix Griebler
Notary Public, Yellow Medicine County, Minnesota
My Commission expires July 21, 1951.

(Notarial Seal)