



**Auction closes November 3rd @ 6:30 PM**  
**Preview on Wednesday, October 26th and**  
**Wednesday, November 2nd from 5:30 - 6:30**

**754 342ND ST**  
**HANLONTOWN, IA**  
**50444**

## **EXECUTIVE ACREAGE AND FARMLAND ONLINE AUCTION**

**TRACT 1 - LARGE FOUR  
BEDROOM, THREE BATH HOME  
W/STORAGE BUILDINGS ON 4+  
ACRES**

**TRACT 2 - 36 +/- ACRES  
TILLABLE W/CSR OF 53.2**



**Auctioneer: Frank Fox 641-420-3243**

**Seller: Jerred D. Ruble Trust, Anne Flynn, Trustee, Clear Lake Bank & Trust**

**Closing Attorney: Collin Davison, Laird Law Firm**

INDEX LEGEND
LOCATION PARCEL 'C' BEING PART OF THE PLAT OF SURVEY AS DESCRIBED AND DEPICTED IN BK.37 PG.221 ON FILE AT THE WORTH COUNTY RECORDER'S OFFICE BEING PART OF THE W 1/2 SE 1/4 SEC. 31-T98N-R21W OF THE 5TH P.M., WORTH COUNTY, IOWA
PROPRIETOR JERRED D. RUBLE, TRUSTEE OF THE JERRED RUBLE REVOCABLE TRUST DATED OCTOBER 18, 2010
SURVEY REQUESTED BY STEPHANIE HASSEBROEK
SURVEYOR COMPANY STARK SURVEYING INC. 1622 S. TAFT AVE. MASON CITY, IOWA, 50401 PHONE: 641-423-7947
RETURN TO: BENJAMIN STARK 1622 S. TAFT AVE. MASON CITY, IOWA, 50401

## PLAT OF SURVEY

### DESCRIPTION

A PARCEL OF LAND DESIGNATED AS PARCEL 'C' BEING PART OF THE WEST ONE-HALF (W 1/2) SOUTHEAST QUARTER (SE 1/4) AND BEING A PORTION OF AS DESCRIBED AND DEPICTED IN BOOK 37 PAGE 221 THAT IS ON FILE AT THE WORTH COUNTY RECORDER'S OFFICE THAT IS IN SECTION 31-T98N-R21W OF THE 5TH P.M. WORTH COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTH QUARTER CORNER (S 1/4 COR.) OF SAID SECTION THIRTY-ONE (31);

THENCE ON AN IOWA ZONE TWO (2) REGIONAL COORDINATE SYSTEM BEARING OF S89°40'13"E 101.47 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION THIRTY-ONE (31);

THENCE N00°19'47"E 655.01 FEET PERPENDICULAR TO SAID SOUTHERLY LINE TO THE SOUTHWEST CORNER (SW COR.) AS DESCRIBED AND DEPICTED IN SAID BOOK 37 PAGE 221;

THENCE S81°04'24"E 335.67 FEET (S81°42'02"E 335.85 FEET) ALONG THE CENTERLINE OF 342ND STREET AND THE SOUTHERLY LINE OF SAID BOOK 37 PAGE 221;

THENCE S85°07'53"E 60.40 FEET (S85°44'32"E 60.30 FEET) ALONG SAID CENTERLINE AND THE SOUTHERLY OF SAID BOOK 37 PAGE 221 TO THE SOUTHEAST CORNER (SE COR.) THEREOF;

THENCE N00°54'21"E (N00°17'55"E) 483.12 FEET ALONG THE EASTERLY LINE OF SAID BOOK 37 PAGE 221;

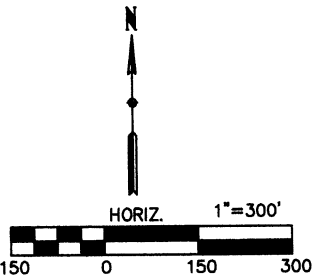
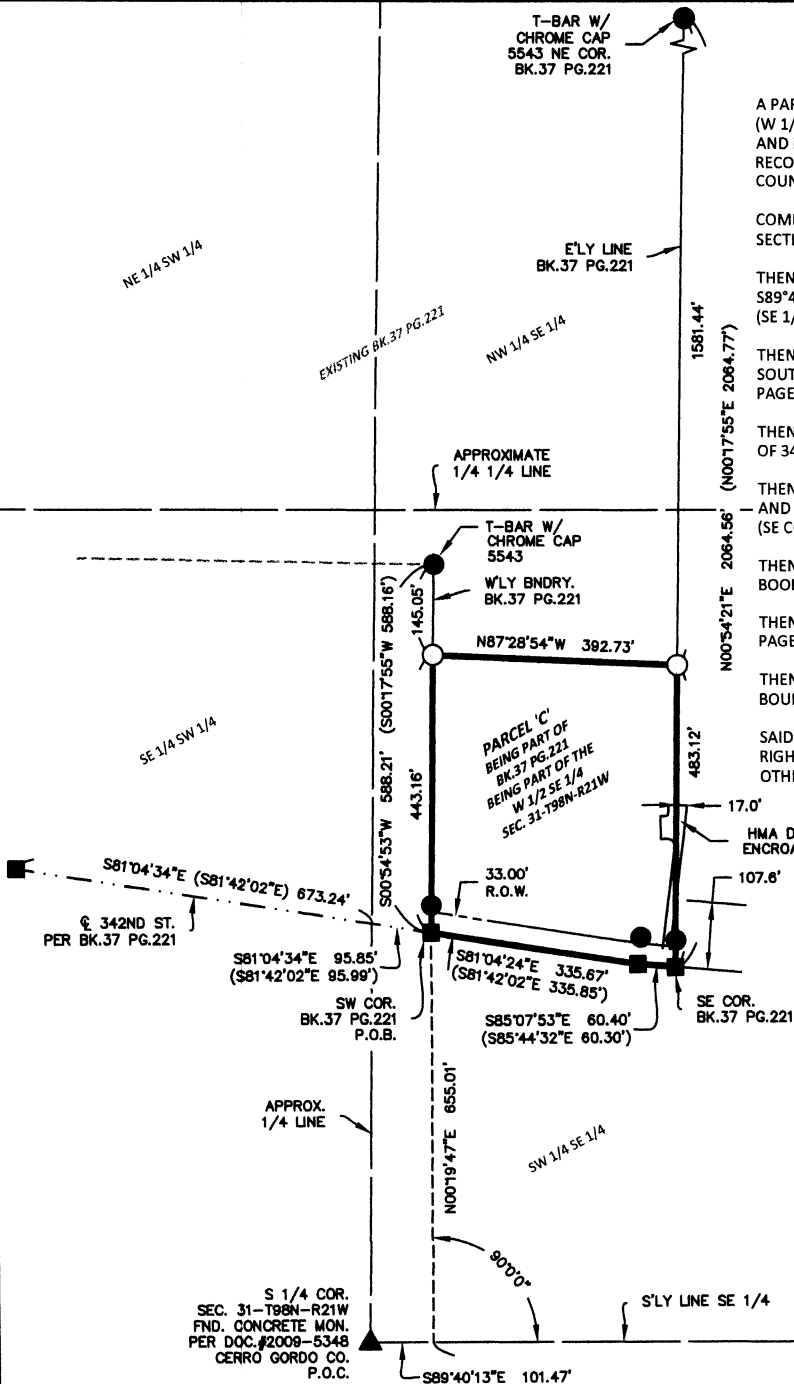
THENCE N87°28'54"W 392.73 FEET TO THE WESTERLY BOUNDARY OF SAID BOOK 37 PAGE 221;

THENCE S00°54'53"W (S00°17'55"W) 443.16 FEET ALONG SAID WESTERLY BOUNDARY TO THE POINT OF BEGINNING (P.O.B.).

SAID PARCEL 'C' CONTAINS 4.19 ACRES INCLUDING 0.30 ACRES IN PUBLIC ROAD RIGHT OF WAY (R.O.W.), AND IS SUBJECT TO ANY EASEMENTS WRITTEN OR OTHERWISE.

### AREA CALCULATIONS

TOTAL AREA.....4.19 AC.  
- R.O.W. AREA.....0.30 AC.  
NET AREA.....3.89 AC.



### LEGEND

- △ SET SECTION CORNER AS NOTED (P.O.C.) POINT OF COMMENCEMENT
- SET 1/2" REBAR 24" LONG YPC 23709 (P.O.B.) POINT OF BEGINNING
- FOUND T-BAR MONUMENT UNLESS NOTED
- ▲ FOUND SECTION CORNER AS NOTED (65) LOT NUMBER
- FOUND 1/2" IRON ROD (0.00') RECORD MEASUREMENT

**SURVEYOR'S NOTES:**  
1) IARCS ZONE 2 IS THE BASIS OF BEARING FOR THE PURPOSE OF THIS SURVEY.  
2) THE R.O.W. PINS WERE LOCATED AT 43.00'. THE R.O.W. OF RECORD IS 33.00' PER BK.37 PG.221.  
**DOCUMENTS USED FOR THIS SURVEY**  
PLATS: BK.37 PG.221  
CERTS: DOC.#2009-5348  
CERRO GORDO CO.,  
DOC.#2009-5341 CERRO GORDO CO.  
DEED: FEE BK.20102434

DATE SURVEYED	10-4-22
SCALE:	AS SHOWN
PROJECT NO.:	22313
DRAWN BY:	BVS
CHECKED BY:	BVS
SHEET	1 of 1



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Benjamin Stark*  
Benjamin Stark

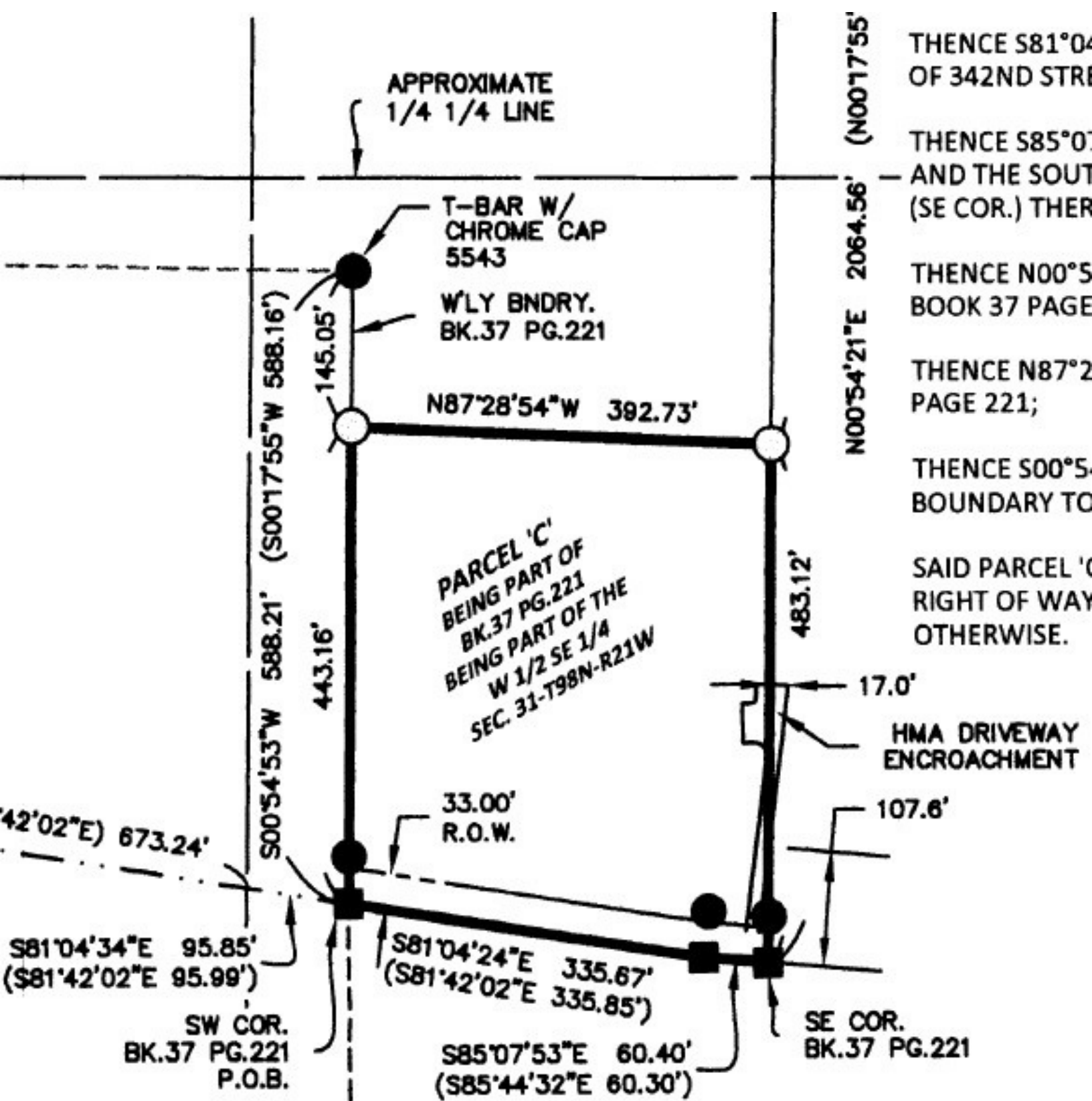
10-4-22  
Date

License number 23709

Sheets covered by this seal: 1

My license renewal date is December 31, 2023

**STARK**  
**SURVEYING**  
**INC.**



An executive 4 bedroom, 3 bathroom home on 4+ acres, for sale at auction. Located in Harlontown with scenic views of the Winnebago river and local wildlife. The home was built in 1982, with a major 3-story solarium addition. All appliances are to stay, with laundry capabilities on every floor! Newer water softener included. LP tanks rented. Backup generator included. Four large post-frame storage buildings (totaling 14,810 sqft!) and a rustic loft barn! Only 15 minutes away from Clear Lake, 20 minutes from Forest City, and 5 minutes from exit 203 on I35! The auction closes starting at 6:30 PM on November 3rd!

**Disclaimers: #1: A \$8500 credit will be given to the buyers of the acreage for asphalt driveway modifications due to encroachment onto the adjacent property. #2: Access to the farmland will be by an easement through the west driveway of the acreage. #3: Work is underway to repair recent sheetrock damage in the kitchen from a leaking shutoff valve in the master bathroom that occurred on October 20th. A professional carpenter began repair work immediately and it should be completed by the Wednesday, November 2nd Open House!**

#### **Upstairs:**

- Master bedroom
  - 17 x 13
- Master bathroom
  - 12' 9.5" x 6' 9"
  - Whirlpool Tub, double sinks, shower, toilet closet
- Walk-In Closet
- Balcony to Terrarium
- Bedroom #1
  - 12' 9.5" x 11' 9"
- Bedroom #2
  - 12' 9.5" x 11'
- Upper Bath
  - 4' 10" x 11'
  - Full Bath - Shower/Tub combo, toilet, sink
- Laundry Room
  - 8' x 4' 10.5"

#### **Main Level:**

- Dining
  - 28' 8.5" x 12' 8"
  - Has Divider in the middle of the room
- Family Room
  - 18' 8" x 12' 9.5"
  - Fireplace
- Bedroom #3
  - 8' 9.5" x 10' 9"
- Kitchen
  - 10' x 9' 7.5"
- Utility room (Laundry)
  - 8' 11" x 5' 7.5"
- Bathroom
  - 4' 9.5" x 8'
  - ¾ Bath - Shower, Toilet, Sink
- Garage
  - 1 Stall



- 23' 1.5" x 13' 4"
- 2 Stalls
  - 27' 1" x 23' 5"
- All Doors 9' W x 7.5' H

#### **Basement:**

- Storage room #1
  - Sump Pump
  - 12' 6" x 28'
- Storage room #2
  - 9' x 24' 7"
- Utility Room
  - 11' 8" x 19' 5"
- Fuse room
  - 5' x 4' 8"
- Storage Room #3
  - 12' 4" x 28'

#### **Outdoor Buildings:**

- Red and white shed east of the barn
  - 57' x 41' (2,337 SqFt)
  - 12' Sidewall
  - North Door: 16'W x 11'9"H
  - South Door: 12' x 10'
- Barn
  - 55' x 31' (1705 SqFt)
- Gray shed north of the barn
  - 56' x 40'
  - East Door: 14' W x 15' 6" H
  - West Door:
- Gray shed west of the barn
  - 80' x 73' (5840 SqFt)
  - 13' Sidewall
  - North Door: 14'W x 12'H
  - South Door: 15'6" W x 12' 9" H
    - Slider Door
- Red and white shed northwest of the barn
  - 42' x 64' (2688 SqFt)
  - 12' sidewalls
  - South Door: 19'W x 12'H
  -

## **Real Estate Terms & Conditions**

A deposit of 10% (NON-REFUNDABLE) is due on the day of the auction when the successful bidder will execute a standard real estate contract. Buyers shall provide a bank letter of credit in the amount of the deposit or through prior arrangements suitable to sellers and auctioneers. The remainder of the purchase price is due at closing. Closing shall take place approximately 45 days from the date of the signing of the purchase agreement. Sellers will pay transfer tax and provide a clear, marketable title at closing. Real estate taxes will be prorated to the date of closing. The property is being sold "AS IS WHERE IS". Sellers have the right to reject any or all bids. Statements on the day of the auction will take precedence over all prior communication, written or oral. The information gathered for this brochure is from sources deemed reliable, but Fox Auction Company, Laird Law Firm, and the sellers do not guarantee accuracy. All prospective buyers should do their own research and independently verify any information on which they are going to base their decision to buy. All acres are considered more or less. The property is being sold subject to any easements of record or pending. The sellers do not warrant or guarantee that existing fences coincide exactly with the rectangular survey line. Any new fencing, if applicable, will be the responsibility of the purchaser pursuant to Iowa statutes. Fox auction company are agents for the seller. Closing Attorney: Collin Davidson of Laird Law Firm, Mason City. **Disclaimer: A \$8500 credit will be given to the buyers for asphalt driveway modifications due to encroachment onto the adjacent property. Access to the farmland will be by an easement through the west driveway of the acreage.**



## Summary

**Parcel ID** 10-31-400-005  
**Alternate ID** 3143030008  
**Property Address** 754 342ND ST  
 MANLY IA 50456  
**Sec/Twp/Rng** 0031-98-21  
**Brief Tax Description** 31-98-21 PAR. IN NW COR. SW SE  
 (Note: Not to be used on legal documents)  
**Deed Book/Page** [2010-2434 \(11/8/2010\)](#)  
**Contract Book/Page**  
**Gross Acres** 6.85  
**Net Acres** 6.55  
**Class** AR - Ag Residential  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
**District** DACS - DANVILLE TWP/CENTRAL SPRINGS SCH  
**School District** CENTRAL SPRINGS COMMUNITY SCHOOL



## Owner

**Deed Holder**  
[Ruble, Jerred D Revocable Trust](#)  
[754 342nd St](#)  
 Hanlontown IA 50444-7511  
**Contract Holder**  
**Mailing Address**  
 Ruble, Jerred D Revocable Trust  
 754 342nd St  
 Hanlontown IA 50444-7511

## Land

**Lot Area** 6.55 Acres ; 285,318 SF

## Residential Buildings

**Residential Dwelling**  
**Occupancy** Single-Family / Owner Occupied  
**Style** 2 Story Frame  
**Architectural Style** N/A  
**Year Built** 1982  
**Exterior Material** Slate  
**Total Gross Living Area** 3,562 SF  
**Attic Type** None;  
**Number of Rooms** 9 above; 0 below  
**Number of Bedrooms** 4 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 1,711  
**Basement Finished Area**  
**Plumbing** 2 Full Bath;  
**Central Air** Yes  
**Heat** FHA - Gas  
**Fireplaces**  
**Porches** 1S Frame Open (212 SF);  
**Decks**  
**Additions** 1 Story Frame (140 SF);  
**Garages** 1,008 SF - Att Frame (Built 1982);

## Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built
2	Barn - Feed and Livestock	2. BARN	30	50	1937
3	Steel Utility Building	3. STEEL UTILITY	40	63	1986
4	Steel Utility Building	4. STEEL UTILITY	32	56	1995
5	Machine or Utility Building	5. MACHINE SHED	40	56	1950

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
7/21/2010	RUBLE, JERRED D. REV TRUST	RUBLE, JERRED D. REV TRUST	2010 2434	Other with explanation	Deed	Y	\$0.00
12/30/1899	RUBLE, KAREN A	RUBLE, JERRED D	2000-1667	Quit Claim Deed	Quit Claim Deed		\$0.00

⊞ There are other parcels involved in one or more of the above sales:

[Recording: 2010 2434 - Parcel: 1031300004](#)

[Recording: 2010 2434 - Parcel: 1031300005](#)

[Recording: 2010 2434 - Parcel: 1031400001](#)

	2022	2021	2020	2019	2018
Classification	Ag Residential	Ag Residential	Ag Residential	Ag Residential	Ag Residential
+ Assessed Land Value	\$52,650	\$52,650	\$42,650	\$42,650	\$42,650
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$230,701	\$230,701	\$231,060	\$233,194	\$211,126
= Gross Assessed Value	\$283,351	\$283,351	\$273,710	\$275,844	\$253,776
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$283,351	\$283,351	\$273,710	\$275,844	\$253,776

## Taxation

	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
= Taxable Value	\$151,527	\$152,547	\$150,067	\$142,593
x Levy Rate (per \$1000 of value)	21.43924	20.69848	20.56987	21.43897
= Gross Taxes Due	\$3,248.62	\$3,157.49	\$3,086.86	\$3,057.05
- Credits	(\$103.98)	(\$100.39)	(\$99.76)	(\$103.98)
= Net Taxes Due	\$3,144.00	\$3,058.00	\$2,988.00	\$2,954.00

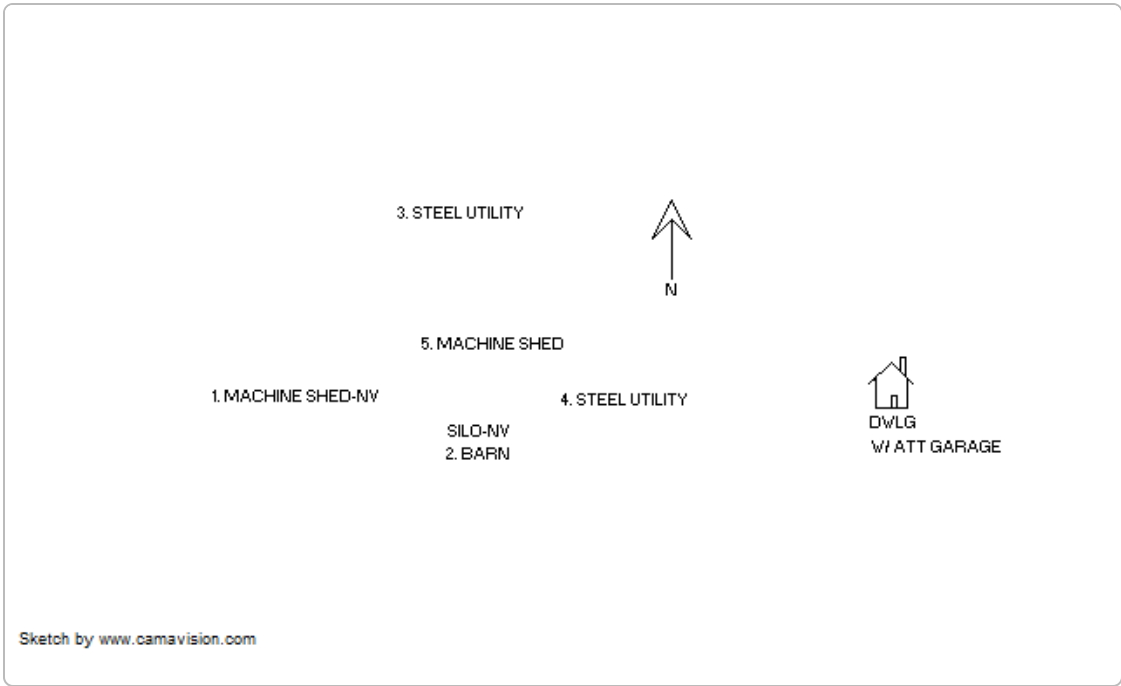
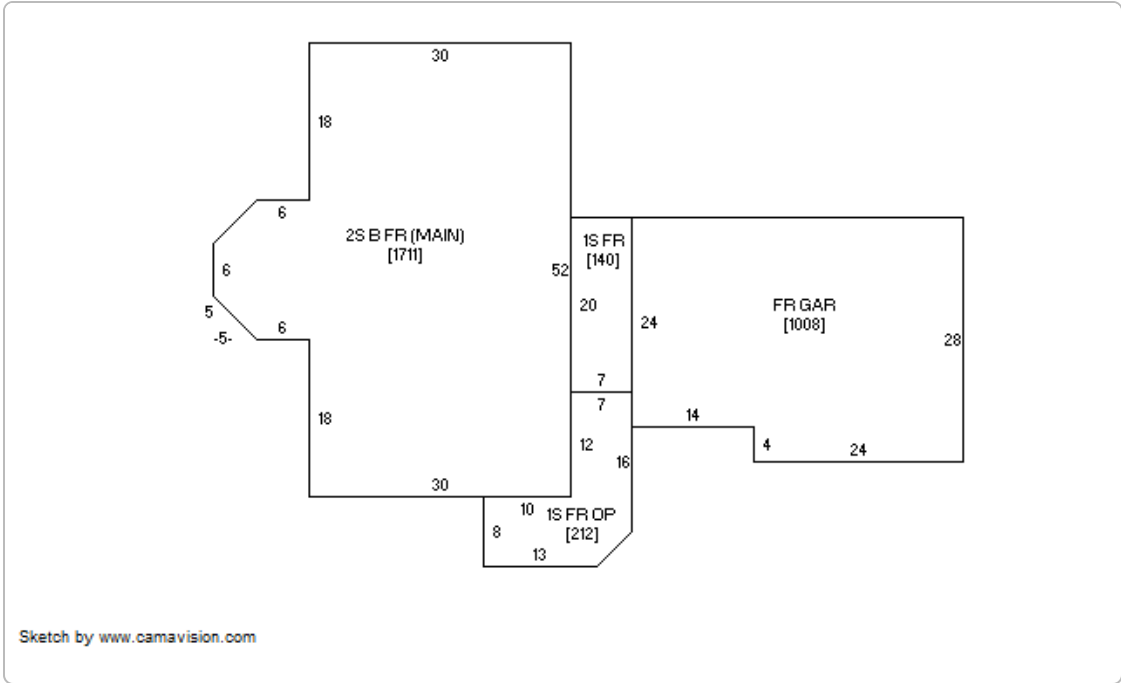
## Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$1,572	No		011545
	September 2022	\$1,572	Yes	9/12/2022	
2020	March 2022	\$1,529	Yes	9/20/2021	000879
	September 2021	\$1,529	Yes	9/20/2021	
2019	March 2021	\$1,494	Yes	9/17/2020	000594
	September 2020	\$1,494	Yes	9/17/2020	
2018	March 2020	\$1,477	Yes	8/29/2019	011454
	September 2019	\$1,477	Yes	8/29/2019	
2017	March 2019	\$1,468	Yes	8/20/2018	000007
	September 2018	\$1,468	Yes	8/20/2018	
2016	March 2018	\$1,174	Yes	8/25/2017	004058
	September 2017	\$1,174	Yes	8/25/2017	
2015	March 2017	\$1,159	Yes	8/25/2016	011009
	September 2016	\$1,159	Yes	8/25/2016	
2014	March 2016	\$1,129	Yes	9/28/2015	006903
	September 2015	\$1,129	Yes	9/28/2015	

## Photos



## Sketches



No data available for the following modules: Commercial Buildings, Yard Extras.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.  
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Last Data Upload: 10/18/2022, 9:44:01 PM

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 Schneider  
GEOSPATIAL

Version 2.3.225



Prepared by and  
return to:

Jacquelyn K. Arthur, Laird Law Firm, P.L.C., 11 Fourth Street  
N.E., P.O. Box 1567, Mason City, Iowa 50402-1567, Telephone: 641-  
423-5154, Fax: 641-423-5310, Email: [jarthur@lairdlawfirm.com](mailto:jarthur@lairdlawfirm.com)

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**DECLARATION OF ACCESS EASEMENT**

**REGARDING**

**PARCEL "C"**

PARCEL C IN THE WEST ONE-HALF (W 1/2) OF THE  
SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-ONE  
(31), TOWNSHIP NINETY-EIGHT (98) NORTH, RANGE  
TWENTY-ONE (21), WEST OF THE 5<sup>TH</sup> P.M., WORTH  
COUNTY, IOWA AS DESCRIBED AND DEPICTED ON THE  
PLAT OF SURVEY DATED OCTOBER 14, 2022 AND FILED  
OCTOBER \_\_, 2022 AS DOCUMENT NO. 2022-\_\_\_\_\_  
IN THE OFFICE OF THE WORTH COUNTY RECORDER.

**PARCEL "A"**

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST  
QUARTER AND THAT PORTION OF THE EAST HALF OF THE  
SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 98  
NORTH, RANGE 21 WEST OF THE 5TH P.M., WORTH  
COUNTY, IOWA, LYING NORTHERLY OF THE CENTERLINE  
OF A COUNTY ROAD, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID  
SOUTHEAST QUARTER; THENCE N 00°17'55" E, 669.79  
FEET ALONG THE WESTERLY LINE OF SAID SOUTHEAST  
QUARTER TO THE CENTERLINE OF SAID COUNTY ROAD,  
THENCE S 81°42'02" E, 95.99 FEET ALONG SAID  
COUNTY ROAD CENTERLINE TO THE POINT OF BEGINNING;  
THENCE CONTINUING S 81°42'02" E, 335.85 FEET  
ALONG SAID COUNTY ROAD CENTERLINE; THENCE S  
85°44'32" E, 60.30 FEET ALONG SAID COUNTY ROAD  
CENTERLINE; THENCE N 00°17'55" E, 2064.77 FEET TO  
THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;  
THENCE S 89°19'23" W, 487.86 FEET ALONG SAID  
NORTHERLY LINE TO THE NORTHEAST CORNER OF SAID  
SOUTHWEST QUARTER; THENCE CONTINUING S 89°19'23"  
W, 572.38 FEET ALONG THE NORTHERLY LINE OF SAID  
SOUTHWEST QUARTER; THENCE S 00°16'32" W, 1405.61

FEET; THENCE S 89°31'37" E, 571.73 FEET TO THE EASTERLY LINE OF SAID SOUTHWEST QUARTER; THENCE CONTINUING S 89°31'37" E, 95.06 FEET; THENCE S 00°17'55" W, 588.16 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WEST OF THE WEST LINE OF THE EAST 34.5 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 98 NORTH, RANGE 21 WEST OF THE 5TH P.M.; AND FURTHER EXCEPT PARCEL C IN THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETY-EIGHT (98) NORTH, RANGE TWENTY-ONE (21), WEST OF THE 5TH P.M., WORTH COUNTY, IOWA AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED OCTOBER 14, 2022 AND FILED OCTOBER \_\_, 2022 AS DOCUMENT NO. 2022-\_\_\_\_\_ IN THE OFFICE OF THE WORTH COUNTY RECORDER

1. **Parties Identified.** This Agreement is executed by Clear Lake Bank & Trust Company as Trustee of the Jerred D. Ruble Revocable Trust (the "Trustee").

2. **Properties Identified.** Trustee owns Parcel A and Parcel C.

Parcels A and C are adjacent, with Parcel C lying directly south of Parcel A.

3. **Background.** There exist three driveways on Parcel C which provide access to 342<sup>nd</sup> Street, a public road.

The westernmost driveway runs northerly from 342<sup>nd</sup> Street until it turns easterly at a point north of the westernmost outbuilding and then turns northerly on the east side of the northernmost outbuilding at which point it crosses the grassy area to access the field on Parcel A (the "West Driveway") The West Driveway provides access from 342<sup>nd</sup> Street to the field on Parcel A.

4. **Access Easement Across Parcel C.**

A. Trustee grants, conveys, creates, and establishes a non-exclusive easement across the West Driveway on Parcel C to provide access to 342<sup>nd</sup> Street for Parcel A upon the terms that follow.

B. The easement will be used for the benefit of Parcel A for purposes of ingress and egress for

vehicular traffic including farm machinery.

- C. No person shall use the easement for any purpose which restricts or inhibits the right or privilege of others to its use or for any purpose which impairs the ability of a party to have full access to such party's property or the improvements located upon such party's property.
- D. No person shall allow a vehicle or other object to stand upon or be parked in such a fashion as to deny access.
- E. A party desiring improvements to the easement area shall be responsible for the expenses associated with constructing, reconstructing, repairing, and maintaining those improvements, including but not limited to dust control, grading, provision for drainage, and installation and maintenance of gravel and paving.
- F. A party using the easement is responsible for expenses related to snow and ice removal.
- G. No party shall install a fence or a gate along or within the area of the easement which will impair or inhibit the use of the easement.
- H. The owners of Parcel C may modify the area of the easement so long as the modified easement area provides Parcel A with access to 342<sup>nd</sup> Street of sufficient width for farm machinery.

Maintenance of any modified easement area will be upon the same terms as stated in this Agreement.

5. **Status Quo.** After any entry on to Parcel C for ingress or egress or the performance of any work, Parcel C shall be put back into the condition that existed prior to such entry.

6. **Obligations to Deal Fairly.** There is imposed upon the owners of the Parcels an obligation to deal fairly and in good faith with one another.

7. **Nature of Easement.** The easement created by this agreement is permanent and perpetual and is a covenant running with the land.

8. **Binding Effect.** This agreement is binding upon and inures

to the benefit of successors and assigns.

9. **Captions.** Captions are for convenience and shall not affect interpretation.

10. **Governing Law.** This agreement shall be governed by the laws of Iowa.

11. **Waiver.** A waiver of any breach shall not be considered to be a waiver of any other or subsequent breach.

12. **Counterpart Signature Pages.** This Agreement is executed upon a separate signature page which contains the notary acknowledgment.

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**SEPARATE SIGNATURE PAGE  
TO  
ACCESS EASEMENT AGREEMENT**

**"Trustee"**

**Clear Lake Bank & Trust Company, Trustee  
Jerred D. Ruble Revocable Trust**

**By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Anne J. Flynn  
Vice President and Trust Officer**

STATE OF IOWA, \_\_\_\_\_ COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Anne J. Flynn, a Vice President and Trust Officer of Clear Lake Bank & Trust Company, an Iowa banking corporation, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she, as such Officer on behalf of Clear Lake Bank & Trust Company, as Trustee of the Trust, executed the same as the voluntary act and deed of herself, of the trustee, and of the Trust.

\_\_\_\_\_  
Notary Public in and for said State