D. W. Bates, Receiver

To

The Liquidation Corporation,

#2876

Fee $2.10✓

Filed for record the 26th day of December A. D. 1933 at 11:04 o'clock A. M.
Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

(Certified Copy)

INDENTURE OF CONVEYANCE

THIS INDENTURE dated for convenience the 7th day of October, A. D. 1933 but actually

executed this 26th day of October, A. D. 1933, by and between D. W. BATES, Superintendent of Banking of the State of Iowa, as Receiver of the American Savings Bank and Trust Company, Davenport, Iowa, of Polk County, State of Iowa (hereinafter referred to as the "Seller"), Party of the First Part, and THE LIQUIDATION CORPORATION, a corporation organized and existing under the laws of the State of Iowa and having its principal place of business in the City of Davenport, Iowa (hereinafter referred to as the "Purchaser"), Party of the Second Part.

WHEREAS the District Court of the State of Iowa, in and for Scott County, did, by order dated October 3, 1933 in Equity Cause No. 28,268 entitled "D. W. Bates, Superintendent of Banking of the State of Iowa, Plaintiff, vs. American Savings Bank and Trust Company, Davenport, Iowa, Defendant", authorize and direct the said Party of the First Part, upon the acquisition by the Davenport Bank and Trust Company from the Reconstruction Finance Corporation of the obligation executed by L. A. Andrew, as Receiver of said American Savings Bank & Trust Company, incurred pursuant to the Plan of Reorganization and Plan for Liquidation of Assets of said bank, dated October 20, 1931, as modified, to convey the assets hereinafter described to the Party of the Second Part; and

WHEREAS the said Davenport Bank and Trust Company has now acquired the aforesaid obligation of the receivership.

NOW, THEREFORE, this Indenture WITNESSETH:

FIRST. That pursuant to the Plan of Reorganization and Plan for Liquidation of Assets of the American Savings Bank and Trust Company, Davenport, Iowa, as heretofore modified by the aforesaid Court and to the aforesaid order of the said Court dated October 3, 1933 and in consideration of the sum of One Dollar ($1.00) in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the Seller has granted, bargained, sold, assigned, conveyed, transferred and delivered, and does hereby grant, bargain, sell, assign, convey, transfer and deliver to the Purchaser, its successors and assigns, the following described property, to-wit:

All of the property and assets now being administered by and/or belonging to the Seller of every nature and description, real, personal and mixed, wheresoever situated, including particularly (but without intending thereby in any manner to limit the foregoing general language) the following:

1. All cash on hand and in banks and all deposits of cash of any nature, and all notes receivable held or owned by the Seller and all unexpired insurance.

2. All accounts receivable held or owned by the Seller, whether or not appearing on the receivership books, including all sums of money accrued and unaccrued, fixed and contingent, now owing or hereafter to become due and owing to the Seller.

3. All stocks, bonds, mortgages, debentures, notes, drafts, acceptances, securities, obligations, leases, contracts and evidence of indebtedness of individuals, associations and corporations held or owned by the Seller.

4. All causes of action, claims and judgments held or owned by the Seller, and all tax sale certificates, sheriff's sale certificates and other certificates of sale, and evidences of interest in real or personal property.

5. All automobiles, all furnishings and fixtures, all crops, live stock and machinery, and all personal property of every kind and description, whether tangible or intangible, and wherever located, held or owned by the Seller.

6. All real estate (subject to existing liens and unpaid taxes, if any), all leases and all contracts for the sale or purchase of real estate and all interests of the receivership in and to real property of every kind and description (for which separate deeds of conveyance or assignments shall be executed and delivered).

7. All books of account, files, letters, records and papers of whatsoever nature and

description in the possession of the Seller, excepting only such documents and papers as pertain to the receivership of the said American Savings Bank and Trust Company and are necessary for the continuance of said receivership.

excepting and reserving from the foregoing, however, the following:

1. All unsatisfied claims and judgments for the enforcement of the statutory liability of the stockholders of the American Savings Bank and Trust Company.

2. All segregated assets held in reserve pending the final adjudication of suits or appeals against the receivership.

TO HAVE AND TO HOLD the said properties and assets with all appurtenances thereof unto the said Party of the Second Part, the above named Purchaser, its successors and assigns, for its or their own use forever, as, of and from the date of this Indenture; subject, however, to the rents, covenants, agreements, terms, conditions and reservations contained in the several assignments and other instruments of transfer or conveyance whereby the property and assets hereby assigned, transferred and conveyed, or intended so to be, are held.

SECOND. The Seller does hereby agree to use his best efforts to enforce the statutory liability of the stockholders of the American Savings Bank and Trust Company not yet discharged, and to transfer, deliver and set over to the Purchaser all cash or property received by the Seller in partial or complete satisfaction of any of such claims, and agrees further that as any pending litigation is finally determined, all segregated assets held in reserve pending such determination, not required for the satisfaction of such final judgment or decree, shall be transferred, delivered and set over to the Purchaser.

THIRD. The Seller covenants and agrees with the Purchaser, its successors and assigns, that the Seller will endorse all notes (without recourse, however) and will, from time to time, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered deeds covering all tracts or parcels of real estate hereby conveyed, or intended so to be, assignments of all mortgages, deeds of trust, judgments, sheriff's sale certificates, tax sale certificates, leases, contracts, securities and all other instruments so conveyed, and all and every such further acts, deeds, assignments, covenants, transfers, powers of attorney and assurances as reasonably as may be required for the better assuring, conveying, transferring and confirming unto the Purchaser, its successors and assigns, all and singular said property and rights and for aiding and assisting in collecting or reducing to possession all of such properties and assets.

FOURTH. The Seller does hereby irrevocably constitute and appoint the Purchaser, its successors and assigns, his true and lawful attorney, with power of substitution in the name of the Seller or otherwise, and on behalf and for the benefit of the Purchaser, its successors and assigns, to demand and receive from time to time any and all property, tangible and intangible, hereby sold, assigned, transferred and conveyed, or intended so to be; to give receipts and releases for and in respect of the same, or any part thereof, and prosecute in the name of the Seller, or otherwise, all pending suits and actions at law or in equity as the Purchaser, its successors or assigns, may deem proper; and to defend or compromise any and all pending actions, suits or proceedings in respect of any of the property rights and privileges hereby sold, assigned, transferred and conveyed, or intended so to be.

FIFTH. The Purchaser does hereby agree to pay and discharge all the liabilities of the aforesaid receivership, including particularly any bills payable to the Reconstruction Finance Corporation or to the Davenport Bank and Trust Company, by transfer thereof, and the Receiver's guarantee of certain notes of the Davenport Machine and Foundry Company and the liabilities of said receivership incurred in the usual course of business from the date of these presents to the date of delivery thereof, and does further assume and agree to pay the continuing administration charges involved in the continuance of the receivership proceedings, including

Court costs, attorneys' fees, publication fees and any other expenses incident to the continuance and final closing of the receivership. And said Purchaser agrees to indemnify and hold harmless the Seller from all such liabilities so assumed by the Purchaser, it being understood and agreed that the Purchaser, at its own expense, shall defend any actions that may be brought on account of such liabilities and pay any final judgments recovered in such actions.

IN WITNESS WHEREOF, Party of the First Part, in his official capacity as aforesaid, has set his hand, and the Party of the Second Part has caused this Indenture to be signed in its corporate name by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the 7th day of October, A. D. 1933.

D. W. Bates
Superintendent of Banking of the
State of Iowa, Receiver of American
Savings Bank and Trust Company, Davenport, Iowa.

Party of the First Part.

NO SEAL

THE LIQUIDATION CORPORATION
Party of the Second Part.

By W. H. Wiese
President

ATTEST:
FRED L. RAY
Secretary

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this 27th day of October, A. D. 1933, before me, a Notary Public in and for said county, personally appeared D. W. Bates, to me personally known, who being by me duly sworn did say that he is the duly appointed, qualified and acting Superintendent of Banking of the State of Iowa and that he is, by virtue of said office and by order and decree of Court, the duly appointed and qualified Receiver of the American Savings Bank and Trust Company, Davenport, Iowa, a corporation heretofore organized under the laws of the State of Iowa, and that he executed the within and attached instrument as Receiver of said corporation in its behalf, pursuant to order of Court and under authority of law given him as such officer, and acknowledges that the execution of said instrument is the voluntary act and deed of himself as said Receiver in behalf of said corporation.

LOVA V. WRIGHT
Notary Public in and for
Polk County, Iowa. (Seal)

STATE OF IOWA)
)SS:
COUNTY OF SCOTT)

On this 26th day of October, A. D. 1933, before me, the undersigned, a Notary Public in and for Scott County, State of Iowa, personally appeared W. H. Wiese and Fred L. Ray, who are to me personally known, and who being by me duly sworn did say that they are respectively the President and Secretary of The Liquidation Corporation, the corporation named in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said W. H. Wiese and Fred L. Ray did each acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by each of them voluntaruly executed.

ROMA JANE JESKE
Notary Public in and for
Scott County, Iowa. (Seal)

STATE OF IOWA)
SCOTT COUNTY) SS;

I, Nic LeGrand, Clerk of the District Court of the State of Iowa in and for Scott County, do hereby certify that on the 30th day of October, 1933, the foregoing Indenture of Conveyance and a Report of the Transfer of Assets evidenced thereby were presented to and approved by the said Court, which approval has been entered of record, and by direction of said Court, the same is hereon endorsed.

WITNESS my hand and seal of said Court this 30th day of October, 1933.

BY Clerk District Court,
Scott County, Iowa.

This is to certify that the real estate covered by the foregoing Indenture of Conveyance is being transferred pursuant to the liquidation of the American Savings Bank and Trust Company of Davenport, Iowa, an insolvent bank, the assets of which are insufficient for the full payment of depositors. The Commissioner of Internal Revenue has ruled that under Section 22 of the Act of March 1, 1879, no stamp tax liability will be incurred by either party to such transaction, and therefore no federal stamps are attached.

D. W. BATES
Superintendent of Banking of
the State of Iowa, as Receiver
of American Savings Bank and
Trust Company of Davenport, Iowa

COMPARED

By G. D. Thompson
Examiner in Charge