

COMPUTER

FILED NO. 601
BOOK 54 PAGE 484

1988 SEP 19 PM 2:26

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$65.00

IND.
REC.
PAGE

A F F I D A V I T

STATE OF IOWA)
) SS:
COUNTY OF MADISON)

I, PHYLLIS R. JOHANSEN, being first duly sworn, depose and state that I am a resident of Madison County, Iowa and a Co-Trustee of the Paul M. Johansen Family Estate Trust.

I further depose and state that a true and correct copy of the trust agreement as to the above trust is attached hereto as Exhibit "A".

I further depose and state that I am familiar with the books and records of the trust maintained from its inception to the date hereof. There records reflect the resignation of Ray D. Massner as a Co-Trustee of the Trust on December 30, 1974. The current Co-Trustees are, in addition to myself, Curtis Lee Johansen and Sue Marie Johansen.

I further depose and state that by resolution, dated April 8, 1988, the Trustees agreed that the best interests of the Trust would be served by the sale of real estate owned by the Trust and located at 305 S. Atkinson, Truro, Iowa. The Trustees authorized the listing of the property with Iowa Realty. Further, on August 25, 1988, the Trustees met and considered the offer of Dennis and Tim Beeler to purchase the above property and unanimously agreed to accept the offer of \$34,000.00, dated August 20, 1988.

Lastly, by the terms of the resolution of April 8, 1988, Co-Trustees, Curtis Lee Johansen and Sue Marie Johansen were authorized to execute all documents required of the Trust pursuant to said sale.

This affidavit is given to support the chain of title to the following described real property, to-wit:

Lots 1 and 2 in Block 1 in ATKINSON'S FIRST ADDITION
TO THE TOWN OF TRURO, Madison County, Iowa.

Further, affiant sayeth not.

Dated this 14th day of September, 1988.

Phyllis R. Johansen
PHYLLIS R. JOHANSEN
Co-Trustee
Paul M. Johansen Family
Estate Trust

STATE OF IOWA)
) SS:
COUNTY OF MADISON)

On this 14th day of September, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Phyllis R. Johansen, to me personally known, who being by me duly sworn, did say that she is a Co-Trustee of the Paul Johansen Family Estate Trust, executing this affidavit on behalf of said Trust and acknowledging the execution to be voluntary.

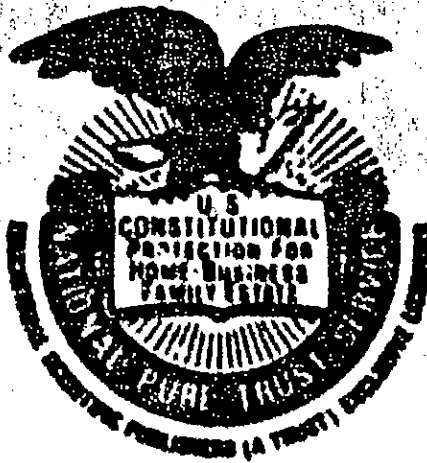
Nancy L. Moore
Notary Public in and for the
State of Iowa



Declaration of Trust Of This Pure Trust

TO BE ADMINISTERED BY NATURAL PERSONS,
HOLDING TITLE IN JOINT TENANCY, ACTING UNDER
THEIR CONSTITUTIONAL RIGHTS AS CITIZENS OF THE
UNITED STATES OF AMERICA

FILE NO. 15330
POLK COUNTY, IOWA 16
FILED FOR RECORD
AT 9 DEC 3 1974 A.M.
JANUARY 1975, Board
of Equalization



THIS DECLARATION OF TRUST AUTHORIZES ITS
TRUSTEES TO OPERATE UNDER THE NAME OF
PAUL N. JOHANSEN FAMILY ESTATE A TRUST

THIS AGREEMENT, CONVEYANCE, and ACCEPTANCE is made
and entered into at the time and on the date appearing in the
acknowledgment or terms attached, by and between:

PAUL N. JOHANSEN

who drafted the EXPRESS EQUITY PURE TRUST as
THE CREATOR HEREOF and GRANTOR HERETO

and PHYLLIS R. JOHANSEN

and ROY D. MASSEUR

ACCEPTORS hereof in joint tenancy who shall constitute The Board of
Trustees and Executive Officers for conducting said business.

EX-4489 11/201

EXHIBIT

A

MICROFILM
SYSTEMS

The Grantor hereby certifies and appoints the above designated Trustee to be, in fact, Trustee of The Trust hereby created and established. The Grantor her and in consideration of the sums and purposes herein set forth, the cash sum of Ten Dollars in hand paid and other considerations of value the receipt of which is hereby acknowledged, does hereby agree to sell, assign, convey and deliver unto said Trustee, IN TRUST, who are to hold legal title in joint tenancy and not as tenants in common, to collectively act by virtue of this covenant as a Board of Trustees under the name herein designated certain properties, business projects, operations under way or contemplated, dealing in equities, franchises, contracts, patents, copyrights, & every good-will, or other matters desired to be managed by said Trustee.

The Trust name and other things of value to constitute A Trust (Estate), including right to reversion or remainder where ever obtain, and other things of value and having its principal place of business at:

1067 N.W. Beaver Drive

GRIGGS

FOLK

IOWA

2011

The above named Trustee, for themselves and their successors IN TRUST, do hereby agree to accept properties real and personal to be conveyed and acknowledge acceptance of and delivery of all of the property specified, together with all the terms of The Trust herein set forth, agreeing to conserve and improve The Trust, to invest and reinvest the funds of Said Trust in such manner as will preserve the financial rating of The Trust (Estate) during the period of ownership hereinafter of the various properties and interests in connection herewith, exercising their best judgment and discretion, in accordance with The Trust Minutes, making distributions of portions of the proceeds and income as in their discretion, and according to the minutes, should be made, making complete periodic reports of business transactions, and upon final liquidation distributing the assets to the beneficiaries as hereinafter may appear, and in all other respects administering Said Trust (Estate) in good faith strictly in conformity hereto.

Trustees

Trustees shall be not less than two in number, but may be increased for practical reasons beneficial to The Trust. The Trustees herein mentioned by name or their successors elected to fill vacancies, shall hold office, have and exercise collectively the exclusive management and control of The Trust property and business affairs.

PROVIDED, HOWEVER, that a Trustee may resign or be removed from office by a resolution of unanimous concurrence of the remaining Trustees when in their opinion said Trustee shall have been guilty of fraud, malfeasance in office, gross neglect of duty, or for cause by the mandate of a court of competent jurisdiction, and

PROVIDED FURTHER, that in the event of death, removal from office, or resignation, The Trustees shall appoint or elect a successor by the unanimous concurrence of the remaining Trustees. Should the entire Board of Trustees become vacant, a court of equity may appoint one Trustee, who in turn shall appoint the additional Trustees. Should objection be filed by any applicant of additional Trustees, the same shall be spread upon the minutes. Any such objection shall deprive the candidate from accepting the trusteeship.

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The signing and acknowledging of this Agreement by the herein above appointed Trustees at the signing and acknowledging of appropriate minutes by Trustees subsequently elected or appointed, shall constitute their acceptance of THIS TRUST; and their acknowledgment of ITS copyright and registration (U.S. Patent Office 608 111) 6/28/33, ITS protection from being infringed upon, as is E.S.P.'s Educational Program Copyright, used to implement THIS TRUST; and The Trust property, assets and encumbrances thereof shall immediately vest in the new Trustee or Trustees without any further act or conveyance.

Trustees' Meetings

By a regular act of the Trustees they may provide for meetings at stated intervals without notice and special meetings may be called at any time by two or more Trustees upon three days' written notice, which may be waived. At any regular or special meeting a MAJORITY of the Trustees shall constitute a quorum for conducting business, PROVIDED, affirmative action may only be had upon a MAJORITY vote of the Trustees, whether present or absent, except that at special meetings called for a special purpose the MAJORITY present may affirmatively act in emergency matters.

Powers of Trustees

Trustees may do anything any individual may legally do in any state or country, subject to the restrictions herein noted. They shall continue in business, conserve the property, commercialize the resources, extend any established line of business to industry or investment, as herein specially noted, at their discretion for the benefit of THIS TRUST, such as, viz: buy, sell or lease land for the surface or mineral rights; buy or sell mortgages, securities, bonds, notes, leases of all kinds, contracts or credits of any form, patents, trademarks, or copyrights; buy, sell or conduct mail-order business, or branches thereof, operate stores, shops, factories, warehouses or other trading establishments or places of business of any kind; construct, buy, sell, lease or rent suitable buildings or other places of business, advertise different articles or business projects; borrow money for any business project pledging The Trust property for the payment thereof, hypothecate assets, property, or both, of The Trust in business projects; own stock in, or secure charters of corporations, or other such properties, companies, or associations as they may deem advantageous.

A Minute of Resolutions of The Board of Trustees authorizing what it is they determine to do or have done shall be evidence that such an act is within their power. Any lending or paying money to The Trustees shall not be obliged to see the application thereof, all funds paid into the treasury are and become a part of the CORPUS of THIS TRUST.

Administration

The Trustees shall regard this instrument as their instrument, to be supplemented from time to time by their resolutions and resolutions to be reached ALWAYS by a MAJORITY of the Trustees then in office and participating in the sitting meetings; covering contingencies as they arise and are recorded in the minutes of their meetings, which are the by laws, rules and regulations of THIS TRUST.

Officers and Management

The Trustees may in their discretion elect among their number a President, Secretary and Treasurer, or any other officers they may deem expedient for proper management. Any Trustee may hold two, or more, offices simultaneously, their duties being such as are usual or are prescribed. They may employ agents, executives, or other employees, or designate third persons to hold funds for specific purposes.

Expenditures

The Trustees shall fix and pay compensation of all officers, employees or agents in their discretion, and may pay themselves such reasonable compensation for their services as may be determined by a MAJORITY of the Board of Trustees.

Construction

The Trustees, officers, agents or employees possess only such authority as is needed therefor. Authority is understood and meant to be similar to that awarded an executor of an estate wherein the trustee directs (discretion) that any Executor is directed to handle the estate in the manner he thinks to be in the best interest, limited by the terms hereof, without the necessity of resort to the courts for permission or approval of any transaction, intending herein to leave open for the courts the question of construction of any Executor only.

Trustees' Declaration of Purpose of this Express Equity Pure Trust

THE DECLARED PURPOSE OF THE TRUSTEES OF THIS TRUST shall be to accept rights, title and interest in and to real and personal properties, whether tangible or intangible, conveyed by THE CREATOR HEREOF AND GRANTOR HERETO to be the corpus of THIS TRUST. Included therein is the exclusive use of h12 lifetime services and ALL of h12 EARNED REMUNERATION ACCRUING THEREFROM.

from any current source whatsoever, so that FAY L. SCHWAB can maximize h12 lifetime efforts through the utilization of h12 Constitutional Rights for the protection of h12 family in the pursuit of h12 happiness through h12 desire to

promote the general welfare, all of which FAY L. SCHWAB feels he will achieve because they are sustained by h12 RELIGIOUS BELIEFS.

800-4489 page 204

The Trustees

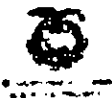
By their resolution of purpose may perform and function for any purpose on behalf of any individual, group or combination of individuals, severally or collectively

In Such Instances

The powers and authority of the Trustees shall be defined and limited to the general purposes set forth by the Declaration of Trust and The Trustees Declaration of Purpose

The Trust Shall

Have authority to provide itself with operating funds through commercial loans, directly secured by assets or income of THE TRUST, provided such authority is possessed, in writing, from the Board of Trustees of THE TRUST



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Liabilities

The Trustees shall, in the capacity of Trustees and not individually, assume or incur only such liability as may attach to said TRUST property assets. This Trustee liability shall not in any manner jeopardize their individual or personal holdings and for any losses they should suffer for any reason through services, they shall be reimbursed from TRUST PROPERTY to the same extent as would non-trustee persons.

Notice

Notice is hereby given to all persons, companies or corporations extending credit to, contracting with, or having claims against THIS TRUST, that they must look only to the funds and property of The Trust for payment of the settlement of any debt, tort, damage, judgment or decree, or for any indebtedness which may become payable hereunder, that The Trustees, are NOT personally liable when dealing with The Trust properties or matters.

Document

It is expressly declared that a Trust, and not a partnership, is hereby created, and that neither The Trustees, officers, or certificate holders, present or future, have or possess any beneficial interest in the property or assets of said Trust, nor shall they be personally liable hereunder, as partners or otherwise, that no Trustee shall be liable for the act or omission of a Co-Trustee, or any other person, whatsoever, whether employed by such Trustee or not, or for anything other than his own, personal breach of Trust.

Certificates Of Beneficial Interest

The Beneficial Interests, as a convenience, for distribution are divided into One Hundred (100) Units, substantially in the certificate form hereto attached. They are non-assessable, non-taxable (under the provisions of Section 1002 of Internal Revenue Code), non-negotiable but transferable, and the lawful possessor thereof shall be construed the true and lawful owner thereof. The lawful owner may, if he so desires, cause his Beneficial Certificate to be registered with the Secretary of the Trustees.

Death - Insolvency - Bankruptcy

Death, insolvency or bankruptcy of any certificate holder, or the transfer of his certificate by gift, devise or descent shall not operate as a dissolution of THIS TRUST, or in any manner affect The Trust or its operation or mode of business. Ownership of a beneficial certificate shall not entitle the holder to any legal title in or to The Trust property, nor any undivided interest therein, nor in the management thereof, nor shall the death of a holder entitle his heirs or legal representatives to demand any partition or division of the property of the Trust, nor any special accounting, but said successor may succeed to the same distributional interest upon the surrender of the certificate as held by the deceased for the purpose of reissue to the then lawful holder or owner.

Duration - Closure

This Trust shall continue for a period of twenty-five years from date, unless The Trustees shall otherwise determine, prior to expiration. The Trustees may, in their discretion,

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... of income, depletion in value, or other good and sufficient cause necessary to protect or conserve trust assets, liquidate the assets, distribute and close The Trust at any earlier date determined by them. The Trust shall be proportionately and to a pro rata amount distributed to the beneficiaries. In the event this instrument has been recorded with the Register of Deeds, they shall then file with said Recorder a notice that The Trust shall terminate and terms and conditions. The Trustees shall automatically be discharged hereunder. PROVIDED, their administration and distribution have been made in accordance with the terms and provisions of THIS TRUST instrument. Otherwise, a court of equity may be invoked to review and correct any part or error.

Renewal

At the expiration of this Agreement the then Trustees, if they so desire and believe that said Trust should not be closed, may renew this Agreement for a like or shorter period. A notification of said renewal shall be entered upon the minutes and also recorded in the Recorder's Office (in the event this Agreement has been recorded) at least 120 days prior to the expiration hereof. Public notice shall be made in a county newspaper of general circulation not less than 60 days prior to the expiration hereof.

Restrictions

Nothing herein contained shall be construed to authorize The Trust to issue Certificates of Beneficial Interest in excess of the number herein provided, nor for a sum total value in variance with the provisions hereof.

Purpose

The purpose of this instrument is to convey property to Trustees, to constitute a Trust (Estate) for the benefit of the beneficiaries, held by the Trustees, in Trust and in joint tenancy for the duration hereof, and to provide for a peaceful and economical administration by natural persons acting in a fiduciary capacity to BEGIN AT ONCE and not to be deferred until after the death of any creator, settlor or maker, as occurs when such Trust Estates are created by Last Will and Testament, the settlors, creators or makers of this covenant preferring that The Trustees act solely within their constitutional rights as based upon their common law rights and immunities vouchsafed to citizens of the United States of America and defined in Article IV Section 2 PROVIDING, that "Citizens of each state shall be entitled to all privileges and immunities of citizens in the several states," and Article VI, Section 2, PROVIDING, that "The Constitution of the United States and the laws made in pursuance thereof shall be the supreme law of the land," and the 14th Amendment thereof, PROVIDING, that "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States." The administration of THIS TRUST shall be amenable to judicial regulation on occasion arising and under the partnership and protection of the court. Customs applicable and various rulings pertaining to Trust Estates and constitutional rights of contract and collective bargaining (except copartnership relationship, which is not applicable) may be found in case law which is applicable.

Nothing herein contained shall be construed as an intent to evade or contravene any Federal or State Law, nor to delegate to Trustees any special power belonging exclusively to franchise or incorporation. The intent of the Creator of THIS TRUST is to Grant to a certain real and personal properties and to said Trust conveys all right, title and interest therein. In creating this Legal Estate, The Creator of THIS TRUST has exercised his Constitutional Rights



100-4489 REC 207

Declaration of Trust

IN WITNESS WHEREOF the Creator hereof and Creator herein and the Assent herein, for themselves, their heirs, successors, and assigns, have hereunto set their hands and seals in token of the approval, delivery and acceptance of property, assets, or other things of value, and the obligations and duties to herein named as Trustees of said Trust and assent to all stipulations herein as imposed and expressed.

Boul. G. Johnson (TRUSTEE)

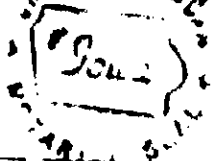
COUNTY OF Polk
 STATE OF Iowa } ss
Grant L. Johnson }
 a Notary Public, do hereby certify that

Creator and Creator of This Trust personally appeared before me on this day and acknowledged that

signed, sealed and delivered the above and foregoing Trust instrument for the uses and purposes therein set forth

on the 2nd day of December 1924

at my office at Des Moines, Iowa, 9:30 AM



Grant L. Johnson

| | |
|---|---|
| <p>ISSUED <u>9:30 AM</u></p> <p>COUNTY OF <u>Polk</u></p> <p>STATE OF <u>Iowa</u> } ss</p> <p><u>Grant L. Johnson</u> } a Notary Public, do hereby certify that</p> <p>Creator and Creator of This Trust personally appeared before me on this day and acknowledged that</p> <p>signed, sealed and delivered the above and foregoing Trust instrument for the uses and purposes therein set forth</p> <p>on the 2nd day of December 1924</p> <p>at my office at Des Moines, Iowa, 9:30 AM</p> <p style="text-align: right;"><i>Grant L. Johnson</i></p> | <p>ISSUED <u>9:30 AM</u></p> <p>COUNTY OF <u>Polk</u></p> <p>STATE OF <u>Iowa</u> } ss</p> <p><u>Grant L. Johnson</u> } a Notary Public, do hereby certify that</p> <p>Creator and Creator of This Trust personally appeared before me on this day and acknowledged that</p> <p>signed, sealed and delivered the above and foregoing Trust instrument for the uses and purposes therein set forth</p> <p>on the 2nd day of December 1924</p> <p>at my office at Des Moines, Iowa, 9:30 AM</p> <p style="text-align: right;"><i>Grant L. Johnson</i></p> |
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DIST. NO. 50778
POLK COUNTY, IOWA
FILED FOR RECORD
JUN 21 1976
KATHLEEN BRIDGEMAN
Notary Public

AMENDMENT OF DECLARATION OF TRUST

I, Paul M. Johansen, GRANTOR AND CREATOR OF A
CERTAIN DECLARATION OF TRUST EXECUTED ON THE 12th DAY
OF April, 1976, AND RECORDED IN BOOK 4489
PAGE 201 - 208 IN THE OFFICE OF THE CLERK AND RECORDER
OF Des Moines COUNTY, Polk, ON THE Dec. 3 DAY
OF 1974, IN ORDER TO CLARIFY THE INTENT OF
THE GRANTOR/CREATOR IN MAKING SAID DECLARATION OF TRUST
DO HEREBY AMEND SAID DECLARATION TO INCLUDE THE FOLLOWING:

THIS TRUST IS EXPRESSLY IRREVOCABLE, AND MAY NOT BE ALTERED
OR AMENDED IN ANY RESPECT UNLESS SPECIFICALLY AUTHORIZED BY
THIS INSTRUMENT, AND IT MAY NOT BE TERMINATED EXCEPT THROUGH
DISTRIBUTIONS PERMITTED BY THIS INSTRUMENT.

Paul M. Johansen
Grantor/Creator

STATE OF Iowa)
County of Polk) S.S.

On April 12, 1976 before me, the undersigned, a
Notary in and for said County and State, personally appeared
Paul M. Johansen

known to me to be the person whose name is subscribed to the
within instrument and acknowledged that he executed the
same.

Kathleen Bridgeman

Signature of Notary

My Commission expires September 30, 1976

[Faint, illegible text, possibly a signature or title]

[Signature]
 COUNTY OF York
 STATE OF York
 I, Robert L. [Signature]
 a Notary Public, an officer authorized by law to
 administer oaths, do hereby certify that
 a Trustee of this Trust personally appeared before
 me this day and acknowledged that he signed,
 sealed and delivered the above and foregoing Trust
 Indenture for the uses and purposes therein set forth,
 and that this Trustee by his signature evidenced
 the acceptance of the duties, obligations and faithful
 performance of said Trust Indenture.
 Dated this
 25th day of December 1974
 Notarially acknowledged at York, Pa.
[Signature]

NOTARY

[Signature]
 COUNTY OF York
 STATE OF York
 I, Robert L. [Signature]
 a Notary Public, an officer authorized by law to
 administer oaths, do hereby certify that
 a Trustee of this Trust personally appeared before
 me this day and acknowledged that he signed,
 sealed and delivered the above and foregoing Trust
 Indenture for the uses and purposes therein set forth,
 and that this Trustee by his signature evidenced
 the acceptance of the duties, obligations and faithful
 performance of said Trust Indenture.
 Dated this
 25th day of December 1974
 Notarially acknowledged at York, Pa.
[Signature]

NOTARY

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