

STATE OF IOWA, ss. Inst. No. 999 Filed for Record this 5 day of November 19 90 at 8:15 AM
 REAL ESTATE TRANSFER Book 128 Page 240 Recording Fee \$15.00 Mary E. Welty, Recorder, By M. Welty Deputy
 TAX PAID 116 STAMP # _____
 \$ 116
 RECORDER Mary E. Welty
 DATE 11-5-90 COUNTY Madison
 AUTHORIZATION No. Resolution Dated January 11, 1990
 DEED NO. 86466

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00), conveys and quit-claims to DEAN DECKER, whose address is Rural Route 1, Box 161, Peru, Iowa 50222, GRANTEE, all interest in the following described real estate situated in the County of Madison, and the State of Iowa, to wit:

A strip of land 100 feet in width extending over and across the Southeast Quarter of the Southeast Quarter of Section 15 and the North Half of the Northeast Quarter of Section 22, all in Township 74 North, Range 27 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Chicago, St. Paul and Kansas City Railway Company (later the Chicago great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 22; also that part of the Southwest Quarter of the Northeast Quarter of said Section 22, bounded and described as follows: Commencing at a point on the South line of the Southeast Quarter of the Northwest Quarter of said Section 22, distant 50 feet Southeasterly, measured at right angles, from the center line of the main track of said Transportation Company, as said main track center line was originally located and established over and across said Section 22; thence Northeasterly parallel with said original main track center line a distance of 90 feet, more or less, to a point on the center line of a County road; thence continuing Northeasterly parallel with said original main track center line a distance of 850 feet to the point of beginning; thence Northwesterly at right angles to the last described course a distance of 100 feet to a point distant 50 feet Northwesterly, measured at right angles, from said original main track center line; thence Northeasterly a distance of 710 feet, more or less, along a line parallel with the said original main track center line to the South line of the Northwest Quarter of the Northeast Quarter of said Section 22, thence Easterly along said South line of the Northwest Quarter of the Northeast Quarter of Section 22 to a line parallel with and distant 50 feet Southeasterly, measured at right angles, from said original main track center line; thence Southwesterly 790 feet, more or less, to the point of beginning.

Subject to roads and highways, if any.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing drainage, driveways, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

DEED NO. 86466

Resolution Dated
Authorization No. January 11, 1990

By the acceptance of this conveyance the Grantee, for itself and/or its heirs, successors, transferees and assigns, hereby agrees:

- (1) To forever release the Grantor, its successors or assigns, from any and all obligations to furnish any driveway or other means of entry either to or from said above described real estate whether such obligations are imposed by Statute or otherwise.
- (2) To take all steps necessary, at no expense to Grantor, to comply with any and all governmental requirements relating to land platting and use.

This conveyance is made upon the express condition that the Grantor will not pay any taxes or special assessments which may be due or delinquent upon the real estate hereinabove described.

Pursuant to Section 3.2 of Article III of the Mortgage, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of October 27, 1989, as modified, (the "Mortgage") and recorded in the Office of the Register of Deeds in and for Madison County as Document Number 855, in Book 155 of Mortgages, at Page 1, the Grantor hereby certifies that (a) this deed and conveyance is made pursuant to the provisions of Section 3.2 of Article III of said Mortgage, (b) the provisions of said Section 3.2 of Article III have been complied with and (c) the property hereby conveyed may be conveyed free from the lien of said Mortgage and is hereby conveyed free from the lien of said Mortgage.

DATED this 19th day of October, 1990.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

Arthelia Foster

By Richard B. Taylor
RICHARD B. TAYLOR, Vice President

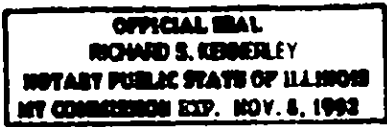
Penny Merchev

Attest Lisa M. Fanelli
LISA M. FANELLI, Asst. Secretary

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that RICHARD B. TAYLOR and LISA M. FANELLI , to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th day of October, 1990.



Richard S. Kennerley
Notary Public, in and for the County
of Cook, In the State of Illinois
RICHARD S. KENNERLEY

My Commission Expires: November 8, 1992

ENTERED FOR TAXATION
THIS 5 DAY OF November 1990
AUDITORS FEE \$ 5.00
Jean Welch
AUDITOR
Becky McDonald
DEPUTY AUDITOR

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606.

L-129-14