IND. V
REC. V
PAGE V

ENTERED FOR TAXATION
THIS 6 DAY OF May 1976
AUDITORS FEE $ 1.00
George F. Theobaum
AUDITOR

DEPUTY AUDITOR

FILED NO. 2670
BOOK 105 PAGE 647
1976 MAY -5 PM 4:45
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $ 8.50

Acc 399

DEED IN TRUST

HGT

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, BELLE E. MOORE KENT, formerly known as BELLE E. MOORE, a widow, for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable considerations in hand paid, receipt of which is hereby acknowledged, Conveys and Quitclaims unto the FIRST NATIONAL BANK OF PEORIA and PATRICIA L. BRUNDAGE, not individually, but as trustee (therein and herein sometimes collectively referred to as "the trustee" regardless of the number of trustees), under the provisions of a trust agreement dated the 1st day of March, 1976 and known as the BELLE E. KENT TRUST DATED MARCH 1, 1976, the following described real estate:

The Northwest Quarter (¼), and the West Half (½) of the Northeast Quarter (¼), and all that part of the Northeast Quarter (¼) of the Southwest Quarter (¼) lying Northwest of the Southeasterly line of the right of way of the Des Moines, Osceola & Southern Railroad Company, and the following described tract of land: commencing at a point 14-½ rods East of the Northwest corner of the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Thirty-five (35), running thence East 26 rods, thence South 21 rods, thence West 26 rods, thence North 21 rods to the place of beginning, all in Section Thirty-five (35) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

No TAXABLE CONSIDERATION.

TO HAVE AND HOLD said premises with the appurtenances, upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

In addition to all of the powers and authority granted to the trustee by the terms of said trust agreement, full power and authority is hereby granted to the trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or

without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers, and authorities vested in the trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said real estate or any part thereof, from time to time, in possession or reversion, by leases to commence at the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right or title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the trustee in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease,

mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of their predecessors in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.

And said GRANTOR hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Iowa, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the GRANTOR aforesaid has hereunto set her hand and seal this 27th day of April, 1976.

Belle E Moore Kent (Seal)

Belle E. Moore Kent

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, Rose Marie Langfels, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BELLE E. MOORE KENT, formerly known as BELLE E. MOORE, a widow, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal this 27th day of April, 1976.

ROSE MARIE LANGFELS NOTARY PUBLIC PEORIA COUNTY, ILL.

Rose Marie Langfels
Notary Public

My Commission Expires

December 19, 1977

This Instrument Prepared By:

David P. DeYoe
McDermott, Will & Emery
111 West Monroe
Chicago, Illinois 60603

AFTER RECORDING RETURN TO:

GEORGIA S. PIERINI
McDERMOTT, WILL & EMERY
111 WEST MONROE STREET
CHICAGO, ILLINOIS 60603