a Delaware corporation, Mortgagor under an indenture dated as of January 1, 1950, wherein The First National Bank of Chicago, a national banking association, having its office in the City of Chicago, Illinois, and Joseph C. Williams of the City of Kansas City, Missouri are Trustees.

In order to enable said Mortgagor to convey lands no longer necessary to it in the conduct of its business free and clear of the Mortgage without obtaining a formal written release when the consideration received therefor does not exceed Ten Thousand and 00/100 ($10,000.00) Dollars, the Mortgage provides in Article IX, Section 2(b), as follows:

"SECTION 2. Except as hereinafter specifically provided in this Section2, the Company while remaining in possession of the mortgaged property may, without obtaining a release from, action by or giving notice to the Trustees, and without other action or proceeding on thepart of the Company hereunder:

"(b) In the ordinary course of its business, sell, exchange or otherwise dispose of free from the lien of the Mortgage, any buildings, bridges, structures, industrial tracks side tracks or yard tracks which it has been desirable in the conduct of its business to retire from use, and any land constituting abandoned right of way or station grounds, or industrial sites or other land (with or without improvements thereon) which is no longer useful to the Company, if the consideration received on any such sale or other disposition does not exceed $10,000; provided that if the Company shall receive any cash or other consideration (other than property, which may but need not have a similar substitutional use, and which shall become subject to the lien of the Mortgage) on any such sale or other disposition, it shall from time to time, but at intervals of not more than 6 months, deposit with the Corporate Trustee, or with the trustee or mortgagee of any Prior Lien or Permitted Encumbrance as permitted by the provisions of Section 4 of this Article IX, an amount in cash equal to the cash so received and the fair value to the Company of such other consideration;"

By quitclaim deed dated the 10th day of April, 1969, Chicago, Rock Island and Pacific Railroad Company conveyed unto Farmers Co-operative Elevator Co. certain land situated in Madison County, Iowa, which land had been determined by said Company to be no longer necessary to it in the conduct of its business. And the consideration received by the Company for the land being less than Ten Thousand and 00/100 ($10,000.00) Dollars, said land was by virtue of the above quoted provision conveyed free and clear of said Mortgage. Further affiant saith not.

Dated at Chicago, Illinois, this 10th day of April, 1969.

O. C. Thompson Manager- Real Estate
for Chicago, Rock Island and Pacific
Railroad Company

Subscribed and sworn to before me and in my presence by the said O. C. Thompson this 10th day of April, 1969.

NOTARIAL SEAL

Gail L. Benegas Notary Public
in and for Cook County, Illinois
My commission expires: June 28, 1972.

Raymond C. Chapman
To
The Public

#568

Fee $1.50 PAID

Filed for record the 21 day of April A.D. 1969 at 9:52 o'clock A. M.

Mary E. Welty, Recorder

AFFIDAVIT

THE UNDERSIGNED, Raymond C. Chapman, owner of the following described real estate, to-wit:

Lot Thirty (30) and a tract commencing at the Northwest corner of said lot and running North 8½ feet, thence East 62 feet, thence South 8½ feet to the Northeast corner of said Lot, thence West to the point of beginning, in Block Four of Danforth's Second Addition to Winterset, Madison County, Iowa

does hereby state as follows:

That Susan Davis, whose name appears in the abstract of title in connection with a bond given by the undersigned to Madison County, Iowa to insure against the double payment of a lost check, that said Susan Davis is the daughter of Raymond C. Chapman and not a former wife of Raymond C. Chapman.

The undersigned further states there are no outstanding judgements against the undersigned for child support payments.

Dated at Winterset, Iowa, April 12, 1969.

Raymond C. Chapman
Raymond C. Chapman

STATE OF IOWA MADISON COUNTY) SS.

On this 12th day of April, A.D. 1969 before me, Charles E. Tucker, Jr. a Notary Public in and for Madison County, Iowa, personally appeared Raymond C. Chapman to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL

Charles E. Tucker Jr.
Charles E. Tucker Jr. Notary Public
in and for said County
My commission expires July 4, 1969

Corkrean Bros. & Molln Grazing Asso.
To
The Public

#581

Fee $5.50 ✓F.Tucker

Filed for record the 24 day of April A.D. 1969 at 11:37 o'clock A. M.

Mary E. Welty, Recorder

RESTATED ARTICLES OF INCORPORATION OF
CORKREAN BROS. & MOLLN GRAZING ASSOCIATION

RECEIVED
1969 APR 18 AM 7:50
Secretary of State Iowa

KNOW ALL MEN BY THESE PRESENT: Pursuant to the provisions of Section 504A.39 of the 1966 Code of Iowa, the undersigned Corporation adopts the following Restated Articles of Incorporation:

ARTICLE I

The Corporation name of this Association shallbe: CORKREAN BROS. & MOLLN GRAZING ASSOCIATION

ARTICLE II

This Association shall have perpetual existence.

ARTICLE III

The purpose or purposes for which said Association is formed are:

(a) To engage in the business of providing by purchase, lease or otherwise lands for grazing and recreational purposes in the State of Iowa, for the use and benefit of its members and not for the purpose of dirast gain to the Association itself.

(b) To own, operate and develop recreational facilities.

(c) To hold, purchase, acquire, lease, and convey real and personal estate; to borrow money for the use and needs of the Association; and to pledge and/or mortgage real, personal, and intangible property of said Association as security for indebtedness incurred.

(d) To levy assessments upon its members for the acquisition by lease, purchase, or otherwise of grazing or forage producing lands and for the construction and maintenance of improvements, operation, repair and betterments of grazing lands; for the maintenance of equipment and facilities thereon and for payment of the lawful obligations of the Association.

(e) To do any and all things that may be incident or conductive to the aforesaid objects, or any of them, and exercise the usual powers of corporate bodies.

(f) To sue and be sued, complain and defend in any court of law or equity.

(g) To have a corporate seal, which may be altered at pleasure and to use the same