That said Chicago, Rock Island and Pacific Railroad Company are now in complete actual and sole possession of all of said real estate except as may be herein stated. That this affidavit is made from thepersonal knowledge of the undersigned who is familiar with said real estate, its titleholders and its parties in possession; and is for the purpose of confirming title to the above described real estate under the provisions of Section 614.17 I.C.A. and other statutes relative thereto.

Except the possession of Chicago, Rock Island and Pacific Railroad Company's lessee, Continental Oil Company under lease agreement dated December 1, 1930.

Words and phrases herein, including jurat and marginal entry hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY
O. C. Thompson
Manager-Real Estate Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said affiant this 17th day of April, 1969.

(NOTARIAL SEAL) Gail L. Benegas Notary Public
in and for said County.

POWER OF ATTORNEY

The undersigned, owner in possession of said property as above stated, hereby directs that this affidavit be filed of record and hereby appoints the County Recorder of the County wherein said land is situated as the authorized attorney in fact to file same.

(CORPORATE SEAL) CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY
ATTEST:
P. A. Kasiurak
Assistant Secretary
O. C. Thompson
Manager - Real Estate
Owner in Possession

STATE OF ILLINOIS COUNTY OF COOK) SS

On this 17th day of April, A.D. 1969, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared O. C. Thompson and P. A. Kasiurak, to me personally known, who, being by me duly sworn, did say that they arethe Manager-Real Estate and Assistant Secretary, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said O.C. Thompson and P. A. Kasiurak as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(NOTARIAL SEAL) Gail L. Benegas Notary Public
My commission expires June 28, 1972

MARGINAL ENTRY

STATE OF IOWA, COUNTY OF MADISON SS:

The undersigned Recorder in and for said County in the State aforesaid, hereby certifies that the foregoing affidavit was filed in the said Recorder's Office by the owner in possession as named in said affidavit or by his attorney in fact as shown by the records and duly recorded and entered on the records thereon on the 29 day of April, 1969.

Mary E. Welty
Recorder COMPARED

R. H. Werner
To
The Public

#610
Fee $1.50 PAID

Filed for record the 1 day of May A.D. 1969 at 10:28 o'clock A. M.
Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA, COUNTY OF UNION SS

I, R. H. Werner, being first duly sworn on oath depose and say that I am well and personally acquainted with C. C. Nichols during his lifetime; that I know that C. C. Nichols

died a resident of Union County, Iowa, on December 14, 1963 and at the time of his death, was the holder of a life estate in real estate described as follows:

The South Half of the Southeast Quarter of Section 32, Township 74 North, Range 29, West of the 5th P. M. in Madison County, Iowa.

That I am well and personally acquainted with Cecil C. Nichols, Jr. and know that wherever in the chain of title to any of the above and foregoing described real estate, the name of Cecil C. Nichols, Jr., Cecil Nichols, Cecil C. Nichols, and Cecil Nichols, Jr appears, it refers to one in the same person.

That I am well and personally acquainted with Wilmoth E. Nichols and know that wherever in the chain of title to the above described real estate, the name Wilmoth E. Nichols and Wilmoth Nichols appears, it refers to one in the same person.

R. H. Werner
R. H. Werner

Subscribed and sworn to before me by the said R. H. Werner this 29 day of April, 1969.

NOTARIAL SEAL

O. E. Anderson
Notary Public

O. C. Thompson
To
The Public

#626
Fee $2.50 FEE

Filed for record the 5 day of May A.D. 1969 at 9:27 o'clock A. M.
Mary E. Welty, Recorder

AFFIDAVIT

STATE OF ILLINOIS COUNTY OF COOK) SS

O. C. Thompson, having been duly sworn, deposes and states that:

I am Manager-Real Estate of and for Chicago, Rock Island and Pacific Railroad Company, 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 Section 2, 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 the part 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 withthe 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 21st day of April, 1969, Chicago, Rock Island and Pacific