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 F.E.L.
AFFIDAVIT

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

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

Railroad Company conveyed unto Continental Oil Company certain land situated in Madison County, Iowa which land has 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 21st 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 21st day of April, 1969.

NOTARIAL SEAL

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

Reed Brothers, Inc.
To
The Public

#647
Fee $2.50 V.F.E.L.

Filed for record the 8 day of May A.D. 1969 at 4:15 o'clock P. M.
Mary E. Welty, Recorder

AFFIDAVIT OF POSSESSION

TO WHOM IT MAY CONCERN:

STATE OF IOWA MADISON COUNTY) SS.

The undersigned first being duly sworn (or affirmed) upon oath deposes and states:

That Reed Brothers, Inc. are now the record titleholders of the following described real estate to-wit:

The Southeast Quarter (¼) of the Northeast Quarter (¼) and the Northeast Quarter (¼) of the Southeast Quarter (¼) of Section Thirty-two (32) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa,

That said Reed Brothers, Inc. are now in complete actual and sole possession of all of said real estate except as may be herein stated, and that they and their predecessors (who held record title thereof) in the recorded chain of title under which they claimed and claim ownership and the right to possession of the said real estate have been, since prior to January 1, 1950 in continuous, actual, visible, open, notorious, exclusive and unquestioned possession thereof, under color of title and claim of right to the exclusive possession as against the world and have improved said property and paid the taxes thereon; that neither the title nor the right to possession of said titleholders or any of those under whom they claim have been disputed or openly attacked by any one. That this affidavit is made from the personal 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.

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 tothe context.

Dated this 15th day of January, 1968.

REED BROTHERS, INC.
By Harry F. Reed
Harry F. Reed, President Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said affiant this 15th day of January, 1968.

(NOTARIAL SEAL)

Shirley A. Webster
Shirley A. Webster, Notary Public
in and for said County.