Mary F. Lotz #2465 Filed for record the 8 day of April
To A.D.1950 a t 10:00 o'clock A.M.
The Public Fee $.50 Wilma M. Wade, Recorder

AFFIDAVIT

State of Iowa, Madison County) ss:

I, Mary F. Lotz, of said county and state, being first duly sworn on my oath depose and say that I am a daughter of Agnes Terry named in the last will and testament of Ben Terry, deceased, and named as plaintiff in the case of Agnes Terry vs. A. E. Terry, being #15455 Equity and docketed in Appearance Docket 29, page 150, of the records in the office of the Clerk of the District Court of Madison County, Iowa, and mentioned in the warranty deed recorded in Town Lot Deed Rec. 27, page 193, of the records in the office of the Recorder of Madison County, Iowa, and that the said Agnes Terry is the same person as the Agnes Terry who died at Winterset, Iowa, on May 27, 1937, as shown by the death records of Madison County, Iowa, and that wherever her name name appears in the chain of title to Lot 4 in Block 4 of Danforth's Addition to the town of Winterset, it refers to the same person.

I further state that my brother, Ben Terry, whose estate was transcripted to Madison County, Iowa, from the County Court of Dakota County, Nebraska, and entered in probate docket J, page 186, of the records of the District Court of Madison County, Iowa, died on Jan. 22, 1932, unmarried and without issue, and that he was also known as Charles E. Terry, and was a single man at the time of his death.

Mary F. Lotz

Subscribed in my presence and Sworn to before me by the above named affiant this 8 day of April, A. D. 1950. NOTARIAL SEAL

Harry F. Anderson
Notary Public in and for Madison County, Iowa.

Nellie M. Otto, #2489 Filed for record the 10th day of April
To A. D. 1950 at 10:43 o'clock A.M.
The Public
Fee $.50 Wilma M. Wade, Recorder

AFFIDAVIT

STATE OF MISSOURI, COUNTY OF LIVINGSTON) SS.

Nellie M. Otto, being duly sworn upon her oath, states that on the 15th day of February, 1947 she was married to Henry E. Otto at Kansas City, Kansas; that her maiden name was Nellie M. Sturman.

That this affidavit is made in connection with the title to the following described tract of real estate in Madison County, Iowa, to-wit:

The Southwest Quarter (¼) of the Southwest Quarter (¼) of Section One (1); The Northwest Quarter (¼) of the Northeast Quarter (¼) of Section Eleven (11); and the West Half (½) of the Southeast Quarter (¼) of Section Two (2); all in Township Seventy-six (76) North, of Range Twenty-six (26) West of the 5th P.M.

Nellie M. Otto

Subscribed and sworn to before me this 27th day of March, 1950. NOTARIAL SEAL My commission expires March 6th, 1954.

Robert C. Frith
Notary Public

HENDERSON FURNITURE & HARDWARE, et al #2513 Filed for record the 11 day of April
To A. D. 1950 at 11:30 o'clock A.m.
The Public Fee $2.00 Wilma M. Wade, Recorder

ARTICLES OF MERGER

(A) THIS PLAN OF MERGER made and entered into this 15th day of February, 1950, by Hendersons Furniture & Hardware, an Iowa corporation, hereinafter designated the merged corporation, and Hendersons Automotive & Implement, an Iowa corporation, hereinafter des-

ignated the surviving corporation, WITNESSETH:

WHEREAS, said corporations are each owned and controlled by the same and identical stockholders, namely Mahlon Henderson and Erle Henderson; and

WHEREAS, each of said owners is possessed of and owns exactly equal shares of each of said corporations; and

WHEREAS, said corporations, and each of them, deem it advisable and necessary that the respective assets of the merging corporations be merged into one surviving corporation which shall be Hendersons Automotive & Implement;

NOW, THEREFORE, the said two corporations, by this plan shall be merged into a single corporation which shall be Hendersons Automotive & Implement and the terms and conditions of said merger shall be as follows, to-wit:

1. Hendersons Furniture & Hardware is hereby merged with and into Hendersons Automotive & Implement.

2. The surviving corporation shall retain, possess, and be vested with all and singular the franchises, rights, privileges, powers and immunities as well of a public as of a private nature of each of the merging corporations, and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to the merged corporation is hereby taken and transferred to, and vested in the surviving corporation without further act or deed; and the title to any real estate shall not revert nor be in any way impaired by reason of this merger.

3. The Board of Directors of the surviving corporation shall be the Board of Directors of Hendersons Automotive & Implement from and after the effective date of this merger until otherwise provided by election according to the By-Laws.

4. The By-Laws of the surviving corporation shall be the By-Laws of Hendersons Automotive & Implement, except as herein modified.

5. The officers of the surviving corporation shall be the officers of Hendersons Automotive & Implement until otherwise determined in accordance with the By-Laws.

6. The officers of the merged corporation, Hendersons Furniture & Hardware and the officers of the surviving corporation, Hendersons Automotive & Implement, or any of them, are hereby authorized and directed to take such steps and to do such things, including the execution of any and all instruments whether affecting title to real or personal property or for any other purpose, as shall be necessary to effectuate this Plan of Merger and as may be prescribed by law.

7. The manner and basis of converting the shares of each merging corporation into shares of the surviving corporation shall be, as follows, to-wit:

(a) As soon as practicable, after this merger shall become effective, stock of Hendersons Automotive & Implement shall be issued in exchange for the stock of Hendersons Furniture & Hardware outstanding at the time of merger.

(b) For the shares of stock of Hendersons Furniture & Hardware now outstanding, there shall be issued, in exchange for and in cancellation of said existing stock and all right to accrued and accumulated dividends thereon, 178 shares of new common stock of the surviving corporation, said shares to be distributed equally between the stockholders of Hendersons Furniture & Hardware in proportion to the number of shares owned by them in said corporation.

(c) In the event that any existing stock of Hendersons Furniture & Hardware is not presented for exchange, then the Board of Directors of the surviving corporation is authorized to treat the holders of such stock to all intents and purposes as holders of the stock to which they are entitled upon exchange.

(d) The issued and outstanding stock of the Hendersons Automotive & Implement shall remain undisturbed and constitute the issued and outstanding stock of the surviving corporation upon the effective date of this merger.

(e) In the event that any shareholder object to this Plan of Merger, then Section 12 of Chapter 249 of the Acts of the 52nd General Assembly as now or hereafter amended, shall govern the rights and liabilities of said dissenting shareholder and of the surviving corporation, said shareholder to have the right of payment of the fair value of his share or shares, as of the day prior to the date on which the vote was taken approving this Plan of Merger, within the time and under the terms and conditions prescribed by said statute and shall have such rights and remedies as by said statute made and provided, such rights and remedies to be dependent upon compliance with the terms, duties, and conditions imposed by said statute upon said shareholder and to cease, terminate and be of no avail unless and until said terms, duties and conditions imposed by said statute are complied with by said shareholder, it being the intent herein to neither add to nor subtract from the rights, remedies,duties or obligations imposed by said statute upon either the shareholder or the surviving corporation.

(B) 1. Number of Shares Outstanding:

Hendersons Furniture & Hardware, shares of common stock	320
Hendersons Automotive & Implement, shares of common stock	84

2. Number of Shares Entitled to Vote:

Hendersons Furniture & Hardware	320
Hendersons Automotive & Implement	84

3. Shares Entitled to Vote as a Class:

Hendersons Furniture & Hardware	None
Hendersons Automotive & Implement	None

(C)1. Shares Which Voted For Plan of Merger:

Hendersons Furniture & Hardware	320
Hendersons Automotive & Implement	84

2. Shares Which Voted Against Plan of Merger:

Hendersons Furniture & Hardware	None
Hendersons Automotive & Implement	None

Executed this 9th day of March, 1950, at Winterset, Iowa

HENDERSONS FURNITURE & HARDWARE
By Erle W. Henderson, President

Attest:
Mahlon Henderson, Secretary

HENDERSONS AUTOMOTIVE & IMPLEMENT
By Erle W. Henderson President

Attest:
Mahlon Henderson, Secretary

I, Erle Henderson, being first duly sworn upon my oath do hereby depose and state, that I am the President of Hendersons Furniture & Hardware; that I have read the foregoing Articles of Merger and that the Plan of Merger contained therein was duly submitted to and considered by the stockholders of said corporation at a special meeting of said stockholders duly called, in the manner provided by law, for the purpose of considering said Plan of Merger and duly held on the 9th day of March, 1950; that the number of shares outstanding was 320 common stock and that the number of shares entitled to vote was 320 and that no shares of any class were entitled to vote as a class; that 320 shares voted for said Plan and that none voted against it; that the total number of shares of issued and outstanding capital stock were represented at said meeting and that at said meeting the votes of the stockholders of Hendersons Furniture & Hardware represented all the total number of shares of its issued and outstanding capital stock and all of its voting power was cast by ballot in favor of said Plan of Merger and that said Plan of Merger was, at said meeting duly approved and adopted, and that the facts contained in said Articles of Merger are true and correct as I verily believe.

Erle W Henderson Pres.

Subscribed and sworn to before me this 9th day of March,1950.

(Notarial Seal)

Loyd Rash
Notary Public in and for Madison County
Iowa

STATE OF IOWA COUNTY OF MADISON) ss

On this 9th day of March, 1950, then personally appeared before me Erle Henderson, president of HendersonsFurniture & Hardware, a corporation of the State of Iowa, who made oath, and acknowledged the foregoing instrument to be his free and voluntary act and deed in his said capacity, and the free and voluntary act and deed of said Hendersons Furniture & Hardware.

Loyd Rash
Notary Public in and for Madison County,Iowa.

(Notarial Seal)

STATE OF IOWA COUNTY OF MADISON) ss

On this 9th day of March, 1950, then personally appeared before me Mahlon Henderson, Secretary of Hendersons Furniture & Hardware, a corporation of the State of Iowa, who made oath, and acknowledged the foregoing instrument to be his free and voluntary act and deed in his said capacity, and the free and voluntary act and deed of said Hendersons Furniture & Hardware.

Loyd Rash
Notary Public in and for Madison County,Iowa

(NOTARIAL SEAL)

I, Erle Henderson, being first duly sworn upon my oath do hereby depose and state that I am the President of Hendersons Automotive & Implement; that I have read the foregoing Articles of Merger and that the Plan of Merger contained therein was duly submitted to and considered by the stockholders of said corporation at a special meeting of stockholders duly called, in the manner provided by law, for the purpose of considering said Plan of Merger and duly held on the 9th day of March, 1950; that the number of shares outstanding was 84 common stock and that the number of shares entitled to vote was 84 and that no shares of any class were entitled to vote as a class; that 84 shares voted for said Plan and that none voted against it; that the total number of shares of issued and outstanding capital stock were represented at said meeting and that at said meeting the votes of the stockholders of Hendersons Automotive & Implement, represented all the total number of shares of its issued and outstanding capital stock and all of its voting power was cast in favor of said Plan of Merger and that said Plan of Merger was, at said meeting, duly approved and adopted and that the facts contained in said Articles of Merger are true and correct as I verily believe.

Erle W. Henderson Pres.

Subscribed and sworn to before me this 9th day of March 1950.

Loyd Rash
Notary Public in and for Madison
County, Iowa.

(NOTARIAL SEAL)

STATE OF IOWA COUNTY OF MADISON) ss

On this 9th day of March, 1950,then personally appeared before me Erle Henderson, President of Hendersons Automotive & Implement,a corporation of the State of Iowa, who made oath, and acknowledged the foregoing instrument to be his free and voluntary act and deed in his said capacity and the free and voluntary act and deed of said Hendersons Automotive & Implement.

Loyd Rash
Notary Public in and for Madison
County, Iowa.

(NOTARIAL SEAL)

STATE OF IOWA COUNTY OF MADISON) ss

On this 9th day of March, 1950, then personally appeared before me Mahlon Henderson, Secretary of Hendersons Automotive & Implement, a corporation of the State of Iowa, who made oath, and acknowledged the foregoing instrument to be his free and voluntary act and deed in his said capacity and the free and voluntary act and deed of said Hendersons

Automotive & Implement.
(NOTARIAL SEAL)

Loyd Rash
Notary Public in and for Madison County, Iowa.

OFFICE OF THE SECRETARY OF STATE
Des Moines, Iowa.

This instrument recorded in Book Z-13, Page 345, Mar. 28 - 1950 Expires Jan. 2 - 1966 Cert.No.1000, Receipt No.1000 Filed By Schaetzle, Swift, Austin & Stewart, Des Moines Iowa Filing Fee 1.00 Recording fee 1.75 Melvin D. Synhorst, Secretary of State.

COMPARED

Chas. Rowe
To
The Public

#2560
Fee $ .50

Filed for record the 13 day of April A. D. 1950 at 10:30 o'clock A. M.
Wilma M. Wade, Recorder

AFFIDAVIT

State of Iowa, Madison County, ss.

I, Chas. Rowe, a resident of said County and State, being first duly sworn, depose and say as follows:

That I was well and personally acquainted with the L. T. Townsend named as the grantee in a certain warranty deed executed by J. M. Keeney and wife, dated Jan. 3, 1887, filed for record Jan. 5, 1887, recorded in Deed Record 26, at page 141, of Madison County, Iowa, records, and conveying the NE¼ NW¼ of Section 16, in Township 74 North, of Range 29 West of the 5th P. M., and with his surviving spouse. That the said L. T. Townsend was the same and identical person as the Levi T. Townsend who died, testate, on or about July 25, 1923, and whose estate was probated at No. 3042 Probate, of the District Court of Madison County, Iowa. That prior to her marriage with the said L. T. Townsend, the name of his surviving spouse was Estelle E. Elton, and that wherever in the record chain of title to said real estate or any real estate of which the said L. T. Townsend (or Levi T. Townsend) died seized, or in the proceedings had in the probate of his estate, the name of said surviving spouse appears as Mrs. Estelle E. Elton, Estelle E. Elton, Estella E. Townsend, Estelle E. Townsend, such names refer to and are one and the same identical person.

That I am in no way interested and make this affidavit for the sole purpose of establishing of record the facts hereinbefore related.

Chas. Rowe

NOTARIAL SEAL

Subscribed in my presence and sworn to before me by the said Chas. Rowe, affiant, this 13th day of April, A. D. 1950.

H. C. Fosher Notary Public within and for Madison County, Iowa.

Peru Conservation Club
To
The Public

#2709
Fee $ 1.70

Filed for record the 20 day of April A. D. 1950 at 10:39 o'clock A.M.
Wilma M. Wade, Recorder

RECEIVED
MAR 27 1950
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
PERU CONSERVATION CLUB

BE IT KNOWN that we, Raymond W. Algoe of Peru, Iowa; Bill See of Peru, Iowa; Rex Emerson of Peru, Iowa; Jack D. Mease of Peru, Iowa; Robert Beverlin of Peru, Iowa; Leo Hamond of Peru, Iowa; Ray Lehmer of Peru, Iowa; and W. B. Fenimore of Peru, Iowa, all being of full age, having adopted and do hereby adopt the following Articles of Incorporation for the purpose of forming a Corporation, not for pecuniary profit under the laws of the State of Iowa.

ARTICLE I
Name

The name of the Corporation shall be: "PERU CONSERVATION CLUB", and its principal place of business shall be in the Town of Peru, Madison County, Iowa.

ARTICLE II
Object of the Corporation

Section 1. The purpose of this Corporation shall be to provide the citizens and residents of this community with wholesome recreation and athletics; to promote and teach conservation of our natural resources; to promote civic and community health, and to make this community a better place in which to live.

Section 2. The further purpose of this Corporation shall be to cooperate with other local civic, athletic and benevolent organizations in advancing a program of usefulness