Herman M. Langworthy, Jr. Individual Trustee To Chicago, Burlington & Quincy Railroad Co.

#2155

Fee $ 1.40 V.G.H.

Filed for record the 4 day of June A. D. 1957 at 11:03 o'clock A.M.

Mary E. Welty, Recorder

ACCEPTANCE OF APPOINTMENT AS SUCCESSOR INDIVIDUAL TRUSTEE UNDER CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY'S GENERAL MORTGAGE, Dated March 2, 1908.

WHEREAS, Herman M. Langworthy, successor Individual Trustee under the General Mortgage of Chicago, Burlington & Quincy Railroad Company, dated March 2, 1908, to Central Trust Company of New York (now the Hanover Bank) and Oliver M. Spencer, as Trustees, died on August 22, 1956, and Herman M. Langworthy, Jr., has been duly appointed as successor Individual Trustee in succession to said Herman M. Langworthy to fill such vacancy; and

WHEREAS, it is provided by Section 4 of Article XI of said General Mortgage that any new Trustee appointed thereunder shall execute, acknowledge and deliver to the Trustee last in office and also to the Railroad Company an instrument accepting such appointment thereunder, whereupon such new Trustee shall become vested with all the estates, properties, rights, powers and trusts of his predecessor in the trust thereunder, with like effect as if originally named as Trustee therein, without any further act, deed or conveyance;

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH, That the said Herman M. Langworthy, Jr., does hereby accept such appointment and execute, acknowledge and deliver to The Hanover Bank, now Corporate Trustee under said General Mortgage, and also to the Chicago, Burlington & Quincy Railroad Company, his acceptance of such appointment as Individual Trustee in succession to the said Herman M. Langworthy, and agrees to be bound by all the conditions and trusts declared in said General Mortgage, as fully as if originally named as Trustee therein.

IN WITNESS WHEREOF, he has hereunto set his hand and seal this eighth day of October, 1956.

Herman M. Langworthy, Jr. (Seal)

Sealed and delivered in the presence of: Clyde J. Linde—Clyde J. Linde, R. B. Langworthy—R. B. Langworthy

Herman M. Langworthy, Jr. Individual Trustee.

STATE OF MISSOURI County of Jackson) ss:

On this eighth day of October, 1956, before me personally appeared Herman M. Langworthy, Jr., to me personally known to be the person named in and who executed the foregoing instrument and acknowledged that he signed, sealed, executed and delivered the same as his free and voluntary act and deed.

My Commission expires August 5, 1957. NOTARIAL SEAL

Kent L. Thompson
Kent L. Thompson Notary Public in and for said County and State

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Herman M. Langworthy, Jr. Individual Trustee To The Hanover Bank

#2156

Fee $ 2.20 V.G.H.

Filed for record the 4 day of June A. D. 1957 at 11:06 o'clock A. M.

Mary E. Welty, Recorder

POWER OF ATTORNEY
HERMAN M. LANGWORTHY, JR., Individual Trustee TO THE HANOVER BANK, CORPORATE TRUSTEE UNDER CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY'S GENERAL MORTGAGE, dated March 2, 1908

KNOW ALL MEN BY THESE PRESENTS: That, whereas, Herman M. Langworthy, successor Individual Trustee, under the General Mortgage of Chicago, Burlington & Quincy Railroad Company, dated March 2, 1908, to Central Trust Company of New York (now the Hanover Bank) and Oliver M. Spencer, as Trustees, died on August 22, 1956, and I, Herman M. Langworthy, Jr., have been duly appointed and substituted as Trustee in succession to the said Herman M. Langworthy, and have duly accepted such appointment; I, the said Herman M. Langworthy, Jr., have made, constituted and appointed, and by these presents do make, constitute and appoint, The Hanover Bank my true and lawful attorney for me as such Trustee and in my name, place and stead to make, execute and deliver any release requested, desired or authorized by the provisions of said mortgage, the execution of which The Hanover Bank

as Trustee recommends, or in which it is joined; to approve any agreement or indenture executed by any successor corporation to the Railroad Company, or corporation into which the Railroad Company may be merged, assuming punctual payment of principal and interest on the bonds issued under the said mortgage, and the performance of all covenants and conditions contained therein, whenever the Trustees are authorized so to do, by the provisions of said mortgage, to enter upon the mortgaged property and premises, to institute and conduct any and all proceedings necessary or desirable, to sell the mortgaged property and premises, to purchase the mortgaged property and premises at any sale thereof, to institute and conduct any and all proceedings for the enforcement of the provisions of said mortgage, which in its judgment, shall be either necessary, desirable or requisite; to declare the principal of the bonds issued and outstanding under said mortgage, forthwith due and payable, and to give any and all notices, and take any and all action in respect to such declaration as it may deem advisable; to discontinue any action, actions or proceedings which may have been commenced, to enforce the mortgaged security, to restore the mortgaged property and premises to the mortgagor, if it considers such restoration proper, to accept surrender of the mortgaged property and premises from the mortgagor, though it may not be in default under provisions of the said mortgage; to pay over to the mortgagor or its nominees all dividends received or interest collected upon any securities pledged under said mortgage to make, execute and deliver all dividend orders and proxies in respect to the pledged securities, to do whatever may be, in its opinion, desirable to accomplish the proper enforcement of the pledged securities, to consent to the transfer and deliver of any registered bonds, and the assignment and delivery of any shares of stock pledged under said mortgage, and further to do all things which, in its opinion, are desirable to maintain or preserve the corporate existence of any of the corporations whose securities are pledged under said mortgage; to enforce the lien of any of the pledged securities by virtue of judicial proceedings or otherwise; to purchase at any sale the property of corporations whose securities are pledged under said mortgage, to apply pledged securities on account of the purchase price, and to take all steps which, in its opinion, are best calculated to the interest of the bondholders in respect to the pledged securities; to approve of the terms of any consolidation or merger between any of the corporations whose securities are pledged under said mortgage, or the sale of their property to the mortgagor; to consent to the extension or renewal of any of the pledged securities, and to do everything desirable or necessary to make such extension or renewal effective; to apply all moneys received on account of the principal of the pledged securiteis in accordance with the provisions of said mortgage, to release any or any part of the pledged securities upon proper application therefor, and, in general, to doany and all acts authorized by, or which may be requisite or desirable, under the provisions of said mortgage or deed of trust, and further to take any action which may be requested in writing by said The Hanover Bank as Trustee under said mortgage, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and ratification, hereby ratifying and confirming all that my said attorney or its substitute shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this eighth day of October, 1956.

Sealed and delivered in the presence of:
Clyde J. Linde
Clyde J. Linde
R. B. Langworthy
R. B. Langworthy

Herman M. Langworthy, Jr.
Herman M. Langworthy, Jr. (SEAL)
Individual Trustee.

STATE OF MISSOURI County of Jackson) ss.

Be it known that on the eighth day of October, 1956, before me, Kent L. Thompson, a Notary Public in and for said County and State, duly commissioned and sworn, personally came and appeared Herman M. Langworthy, Jr., to me personally known, and known to me to be the same person described in and who executed the above power of attorney, and who acknowledged the above power of attorney to be his free act and deed.

IN TESTIMONY WHEREOF, I have subscribed my hand and affixed my seal of office the day and year last above written. NOTARIAL SEAL

Kent L. Thompson
Kent L. Thompson Notary Public
in and for said County and State.
My commission expires August 5, 1957.

R. E. Husted
To
The Public

#2295
Fee $1.20

Filed for record the 19 day of June A. D. 1957 at 10:10 o'clock A. M.
Mary E. Welty, Recorder

AFFIDAVIT OF POSSESSION

STATE OF IOWA MADISON COUNTY: ss

I, R. E. Husted, being first duly sworn do upon oath, depose and state that I am the record titleholder and owner of the following described real estate, to-wit:

The Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Fourteen (14); the North Half (½) of the Northeast Quarter (¼); the Southwest Quarter (¼) of the Northeast Quarter (¼), and the East 26.6 Acres of the Northwest Quarter (¼) of Section Fifteen (15); all in Township Seventy-four (74) North, of Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa.

I further depose and say that wherever the names Robert E. Husted or R. E. Husted appear in the chain of title to said real estate, they refer to one and the same person; that wherever the names Everett M. Husted or E. M. Husted appear, they refer to one and the same person.

That I am in possession of said real estate and that my possession and the possession of my grantors and the predecessors in my record chain of title has been open, notorious, continuous, adverse and hostile under claim of right and color of title since prior to January 1, 1940.

Dated this 19 day of June, 1957.

R. E. Husted

Subscribed and sworn to before me this 19 day of June 1957.

(Notarial Seal)

Shirley A. Webster Notary Public
in and for Madison County, Iowa.

The undersigned, R. E. Husted holder of the record title to and the party in possession of the above described real estate asks the County Recorder to record the above affidavit in support of his (her) title to said real estate.

R. E. Husted

CERTIFICATE OF RECORD

I, Mary E. Welty, Recorder of Madison County, Iowa, do hereby certify that the foregoing Affidavit was filed in my office by the owner in possession of the real estate above described in accordance with the provisions of Section 614.17 of the Code of Iowa.

COMPARED

Mary E. Welty
Recorder of Madison County, Iowa.

Robert O. Frederick
To
The Public

#2341
Fee $ 1.20

Filed for record the 24 day of June A. D. 1957 at 10:00 o'clock A. M.
Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY) ss:

I, Robert O. Frederick, being duly sworn, depose and say: that I am a resident of Winterset, Madison County, Iowa, and that I am the Robert O. Frederick who has served as the Administrator of the Estate of Ethel Blessing, Deceased, No. 5123 Probate in Madison County, Iowa, District Court; that on August 10, 1946, a deed was made by Chester Rogers and wife to Ethel Blessing And Evelyn Boehmer as joint tenants and not as tenants in