ABSTRACT OF TITLE TO

Lot Two (2), and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Week 3/er

United States,

1- to

Benj. F. Tillotson.

United States,

2- to

Benjamin Franklin Tillotson.

Benjamin F. Tillotson and wife, Hannah,

3- to

Stephen Bonnel.

W. H. Coop.

4- to

The Public.

Original Entry.
Dated February 9, 1843
Enters:

The Northeast quarter of Section 26, Township 72, Range 10, containing 160 acres.

Patent.
Dated January 1, 1846.
Filed April 18, 1902.
Recorded in Book "55", page 72.
Conveys:

The Northeast quarter of Section 26, Township 72, Range 10, containing 160 acres, more or less, in the District of Lands subject to sale at Fairfield, Iowa, Territory.

Deed.
Dated February 2, 1844.
Filed August 10, 1844.
Recorded in Book "B", page 457,
Conveys:

The North half of the Northeast quarter of Section 26, Township 72, Range 10, containing 80 acres, more or less.

Affidavit to Perfect Title.

Dated February 3, 1913.

Filed February 8, 1913.

Recorded in Book "1", page 394.

Recites:

"W. H. Coop on oath says:
I am 76 years of age, that I have been a resident of Jefferson County, Iowa, all my life. I further say that I was well acquainted with Benjamin Franklin

Tillotson who was the owner of certain lands in Jefferson County, Iowa, whose name appears upon the records of said county in connection with chain of title to said lands as Benjamin Franklin Tillotson, Benjamin F. Tillotson, Benj. F. Tillotson and B. F. Tillotson, and that said names all refer to one and the same person, to-wit: Said Benjamin Franklin Tillotson. (verified)

Moses J. Post.

Stephen Bonnell,

Petition to Foreclose Mortagage.

7- vs.

Filed July 5, 1849.
Found in Box 74 of District
Court Papers.
Major Post,
Melissa Post,
Melissa Post,
Moses Post,

Stephen Bonnell and wife, Warranty Deed.
Hariet, Dated June 3, 1847.
Filed October 13, 1847.
Recorded in Book "E", page 130. sums of money ---- the said Moses J. Post Conveys:

The North half of the Northeast quarter of Section 26,
Township 72, Range 10, containing orator avera that I ret install and of County, Iowa. with interest from the 1st day of July, 185

Moses J. Post and Mortgage.
wife, Emily, Dated June 3, 1847. Filed June 8, 1847. to lost and the said Israel C. Recorded in Book "D", page 466. of Moses J. Post deceased, requiring them Conveys:

Stephen Bonnell.

The North half of the
Northeast quarter of Section 26,
Township 72, Range 10, containing
80 acres, more or less, etc.
Given to secure the pay-

upon final hearing and ment of five promissory notes of said mortgage, and the meaning \$200.00 each. that you wonor decree that said promises be sold, discharged of th

Stephen Bonnell, Petition to Foreclose Mort-

Emily Post, widow,
Israel C. Curtis, Administrator of Moses J. Post
Estate.

Post and wife, Emily Post, by deed of conveyance conveyed to your orator the North half of the Northeast quarter of Section 26, Township 72, Range Section 26, Township 72, Range 10, containing 80 acres, more or less, in Jefferson County, Iowa, which said deed was conditioned as follows, to-wit: "That whereas said Moses

J. Post hath this day executed to said Stephen Bonnell his promissory note of even date herewith for the payment of the following sums of money at the time following, to-wit: \$200.00 on or before the 1st day of January, 1849, with interest from the 1st day of July, 1847; \$200.00 on or before the 1st day of January, 1850, with interest from the 1st day of July, 1847; \$200.00 on or before the 1st day of January, 1851, with interest from the 1st day of July, 1847; \$200.00 on or before the 1st day of January, 1852, with interest from the 1st day of July, 1847; \$200.00 on or before the 1st day of January, 1853, with interest from the 1st day of July, 1847; and now if said Stephen Bonnell or his heirs or assigns shall be paid the above sums of money when due, then these presents to be void otherwise to remain in full force.

The mortgage is filed and presented with this bill marked 7- exhibit "A" and recorded in Book ____ page Your orator would further state that after the giving of said mortgage and before the day of payment of the first of said several sums of money---- the said Moses J. Post died leaving as his legal Cont heirs five children whose names are Mary E. Post, Major Post, Melissa Post, Orange Post and Moses Post, that subsequent to the death of said Moses J. Post, Letters of administration have been issued out from the probate court of Marion County in said state by Israel C. Curtis. Your orator avers that first installment of money, to-wit: The sum of \$200.00 with interest from the 1st day of July, 1847, became due and payable on the 1st day of January 1849, but avers that neither the said Moses J. Post in his lifetime nor his administrators since his decease have paid your orator the said sum of money or any part thereof but that the

same remains due and unpaid. Your orator therefore being without remedy at law seeks relief in chancery and prays your honor to grant unto him your writ of subpoena directed to the said Emily Post, widow of said Moses J. Post, and the said Israel C. Curtis as administrator as aforesaid of Moses J. Post deceased, requiring them to answer the allegations of this bill; that the said Mary E. Post, Major Post, Melissa Post, Orange Post and Moses Post who are minor children of said Moses J. Post may also be summoned to answer this complaint, and that upon a service being had upon said minor heirs your Honor would appoint a guardian ad litem for said minor children to make answer for them and in their name, and that upon final hearing an account may be taken of the amount now due upon said mortgage, and the amounts still remaining to become due, and that you Honor decree that said premises be sold, discharged of the lien of future installments, and divested of the dower interest of said Emily Post, widow as aforesaid, and that the proceeds of such sale be applied to the payment of the whole amount of the mortgage lien, and that the equity of redemption in said premises be forever foreclosed or should your Honor deem it more conclusive to the interest of the parties of this complaint and in conformity with chancery usage, your orator would pray that your Honor would decree the sale of so much of the said premises as may be necessary to pay off the amounts then due your orator with interest and costs and that decree of this court may stand as security for the payments of the amounts not yet due with leave to premises when said remaining sums fall due, and that the dower interest in said premises be divested and the equity of redemption forever foreclosed and that your Honor grant such other and further relief as equity can give." ... and the manufacture of redemption in the more garden present

Stephen Bonnell, Original Notice.

Recites:

"To the Sheriff of Marian

Mary E. Post, Major Post,

Melisaa Post, Orange Post,

Moses Post, Emily Post,

widow, and Israel C. Curtis,

Admr. of Moses J. Post, dec'd.

Major Post, Melissa Post, Orange

Post and Moses Post to appear Post and Moses Post, to appear in the District Court at the court house in Jefferson County

on the first day of the next term, to-wit: on the 15th day of October, 1849, to answer the Bill in Chancery this day filed by Stephen Bonnell and have you then there this writ. Dated July 5, 1849, John W.

Culbertson, Clerk. I return the within summon service on the within named persons as follows: by reading to Emily Post, Mary E. Post, Major Post, Melissa Post, Orange Post and Moses Post. Served on the within named Israel Curtis by copy this 20th day of July, 1848. George G. Haspy by Isaac H. Watters, Deputy."

Stephen Bonnell,

wife, Sarah, VS. 9-

> Emily Post, Mary E. Post, Major Post, Melissa Post, Orange Post, Moses Post, Israel C. Curtis, Administrator of the estate of Moses J. Post, dec'd.

Appointment of Guardian ad litem. Filed October 15, 1849.
Recorded in Book "A", of District Court Records, at page 246. Recites: Warter of Section 26

"On motion of plaintiff Charles Negus was appointed by the court guardian ad litem for Mary E. Post, Major Post, Melissa Post, Orange Post and Moses Post, deceased, and rule to complete answer or demurrer

District Court Journal "A", page 254 and under date of October 17, 1849, shows the follows: "And now comes the plaintiff and files demand bill and the defendant rule to answer by Thursday morning next."

Stephen Bonnell,

10- vs. vs.

Emily Post, Mary E. Post, Major Post, Melissa Post, Orange Post, Moses Post, Israel C. Curtis, Administrator of the estate of Moses J. Post, dec'd.

Decree. Jefferson County, Iowa Dated October 24, 1849. Recorded in District Court Record "A", page 276. Recites:

"This cause came on to be heard at the October Term, 1849, upon the bill of complaint, and the defendants Emily Post and Israel C. Curtis and also Charles Negus, guardian ad litem for and on behalf of the remaining defendants who are infants, confess that the said bill is true; and by the mutual consent and agreement of all parties of this suit, it is

decreed by the court that the equity of redemption in the mortgaged premises mentioned in the bill be and the same is forever foreclosed. And the defendants and all persons claiming under them, or any of them, be forever barred and precluded from claiming any right of redemption or other interest in said premises which are known and described as the North half of the Northeast quarter of Section 26, Township 72, Range 10, Jefferson County, Iowa, containing 80 acres, more or less---- and that the entire estate is absolute fee simple free from dower or other incumbrance whatever, be and the same is decreed to and declared to be indefeasibly vested in the said Stephen Bonnell, his heirs and assigns, subject only to the lease now existing from the administrator, of the said Moses J. Post to one Benoni Taylor ---- And it is further decreed that the entire mortgage debt, being One Thousand Dollars, principal in five several promissory notes of the said Moses J. Post for Two Hundred Dollars each, with all interest thereon due or to become due, is wholly canceled, satisfied and discharged in consideration of said release of the said equity of redemption. And the said notes are hereby made void and canceled."

Note: The above decree is also found recorded in Book "G", page 226 in the office of the Recorder of Jefferson County, Iowa.

Stephen Bonnell and wife, Sarah,

11- to

Betsey Nutting.

Betsey Nutting,

12- to

Robert L. Kelley, Joseph Kelley, John P. Kelley, Aaron G. Kelley, Elizabeth Kelley, Catharine J. Kelley, of the county of Lee, and state of Iowa.

Catharine J. Kelly,

to 13-

> Robert L. Kelly, John P. Kelly, Aaron P. Kelly.

Stephen H. Nutting and wife. Betsey,

14-

to

Robert L. Kelly and Aaron G. Kelly.

Warranty Deed.
Dated March 2, 1853.
Filed October 6, 1856. Recorded in Book "N", page 447. Conveys:

The North half of the Northeast quarter of Section 26, Township 72, Range 10, containing 80 acres, in Jefferson County, Iowa.

Deed. Dated March 6, 1855. Filed October 6, 1856. Recorded in Book "N", page 448. Conveys:

The North half of the Northeast quarter of Section 26, Township 72, Range 10, containing 80 acres, Jefferson County, Iowa.

Quit Claim Deed. Dated March 2, 1860. Filed March 10, 1860. Recorded in Book "S", page 400. Conveys:

All right, title and interest in and to the North half of the Northeast quarter of Section 26, Township 72, Range 10, containing 80 acres, Jefferson County, Iowa.

Warranty Deed. Dated April 18, 1864. Filed April 19, 1864. Recorded in Book "2", at page 246. Conveys:

The North half of the Northeast quarter of Section 26, Township 72, Range 10, containing 80 acres, Jefferson County, Iowa.

Robert L. Kelly and Aaron G. Kelly,

15- to

Robert C. Brown.

Warranty Deed.
Dated April 19, 1864.
Filed April 19, 1864.
Recorded in Book "2", page 247.
Conveys:

The North half of the Northeast quarter of Section 26, Township 72, Range 10, containing 80 acres, and other lands, Jefferson County, Iowa.

Deed recites:

"Robert L. Kelly and Aaron G. Kelly, heirs at law of Joseph Kelly, John P. Kelly, Elizabeth

Kelly and Catharine J. Kelly."

Elizabeth Hammond,

16-

The Public.

Affidavit to Perfect Title.
Dated March 3, 1903.
Filed March 3, 1903.
Recorded in Book "52", page 255.
Recites:

"Elizabeth Hammond of Jefferson County, Iowa, does on oath say: That I am married, my maiden name was Elizabeth

Nutting, and that I am a daughter of Stephen H. Nutting and Betsey Nutting, that at the time my mother Betsey Nutting executed a certain warranty deed to Robert L. Kelly, Joseph Kelly, John P. Kelly, Elizabeth Kelly, Aaron Kelly and Catherine Kelly, dated March 6, 1856. recorded October 6, 1856 in Book "N", at page 448, of the records in the office of said county, conveying part of the Northeast quarter of the Northeast quarter of Section 26, Township 72, Range 10, her husband Stephen H. Nutting was living, that my mother Betsey Nutting was competent at that time to make a deed and that she died March 20, 1887, and that her husband, Stephen H. Nutting died on March 16, 1882.

I further state on my oath that I was personally acquainted with Catherine Kelly of Jefferson County, Iowa, that at the time she made a quit claim deed to her brothers Robert L. Kelly, John P. Kelly and Aaron G. Kelly of the above described land, dated March 2, 1860, recorded March 10, 1860, in Book "S", page 400, of the recorder's office of said

county, she was unmarried.

I further state on oath that I was personally acquainted with Robert L. Kelly, Aaron G. Kelly, Joseph Kelly and John P. Kelly, all of Jefferson County, Iowa, that at the time said Robert L. Kelly and Aaron G. Kelly heirs at law of Joseph Kelly, John P. Kelly, Elizabeth Kelly, and Catherine Kelly, executed to Robert C. Brown a certain warranty deed for the above described lands, said deed being dated April 19, 1864, and recorded April 19, 1864, in Book "2", page 247, in the recorder's office of said county, both the said Robert L. Kelly and Aaron G. Kelly were single and competent to make a deed, that they were the only heirs at law of their brothers Joseph Kelly, John P. Kelly and their, sister Elizabeth Kelly, the said Joseph Kelly, John P. Kelly and Elizabeth Kelly at this time all being dead and having died without ever been married. (verified)

Robert C. Brown and wife, Ann,

17-

Joseph Ball.

Warranty Deed. Dated October 31, 1866. Filed November 14, 1866. Recorded in Book "6", page 53. Conveys:

25 acres off of the East end of the North half of the Northeast quarter of Section 26, Township 72, Range 10, West,

in Jefferson County, Iowa, said
25 acres being divided from the
remainder of said quarter section by a line equal in length and parallel with the East line of said quarter section.

Joseph Ball and Margaret Ball.

18to

A. Scott Jordan.

Warranty Deed. Dated June 18, 1870. Filed March 4, 1871. Recorded in Book 11. page 540. Conveys:

Commencing at the Southeast corner of the Northeast quarter of Section 26, Township 72, Range 10, West, and running thence
North 48 rods, thence West 23 and 1/3 rods, thence South 48 rods,

thence East to the place of beginning, containing 7 acres.

Arthur S. Jordan and wife, Ada M.,

19to

Maria W. Jordan.

Warranty Deed. Dated August 17, 1876. Filed September 4, 1876.
Recorded in Book "20", page 133. Conveys:

83 and 1/3 feet off of the North side of the following described real estate to-wit: Commencing at the Southeast corner of the Northeast quarter of

the Northeast quarter of Sec. 26, Township 72, Range 10, thence running North 48 rods, thence West 23 and 1/3 rods, thence South 48 rods, thence East to place of beginning.

Centennial Addition

to

Fairfield, Iowa.

Plat and Field Notes. Dated September 20, 1878. Filed October 4, 1878. Recorded in Book 22, page 4. Recites:

Field Notes of the Survey of the extended limits of the City of Fairfield, Jefferson Co. Iowa, and the lands embraced therein.

> by Charles J. Reed. County Surveyor

Survey commenced February 27th, 1878. In compliance with instructions from J. W. Quillen, George Craine and James F. Crawford, they being committee appointed by the City Council of Fairfield to procure the survey of the above described lands and lines. I proceed to the N E corner of Section 25, Township 72, North Range 10 West, which I find standing and agreeing with the description thereof in the records of the County Surveyors Office viz: granite boulder from which a Black Oak 10 inches in diam bears North 90 West 7 lks distant.

I then administer the following oath to the chainmen. "You and each of you do solemnly swear that you will as chainmen measure correctly the lines and lands now about to be surveyed to the best of your skill and ability, so help you God."

Their signatures are) hereunto attached.)

W. K. Alexander Wick M. Clark

Previous to entering on the work the chain was carefully compared and adjusted to the U.S. Standard and can be relied upon as correct.

Outer Boundary Lines.

From the corner above described I run South 880 47' West, using a Burts improved Solar Compass, and at 80.73 chains I intersect the corner to sections 23, 24, 25, 26 which I find standing and agrees with the records in County Surveyors office, viz: a White Elm 2 inches in diam. bears South 28° West $75\frac{1}{2}$ lks distant. Stakes are set on this line every 5.04-9/16 chains.

From the corner to Sections 23, 24, 25 and 26 I run a due West course and not being able to find any corner or evidence of one I continue the line two miles West and at 160.91 chains I fall 56 lks North of the point for corner to sections 21, 22, 27 and 28 which I am able to identify by the bearing trees described in the original field notes. Now I have an excess of 114 lks on these two miles which I divide and give to each line 57 lks the length of the North boundary of section 26 as given by the original field notes is 80.15 chains and 80.15 \diamonds.57 =80.72 which is the length of line by my measurement from NE corner of Section 26 to NW corner of same section. The falling on my line was 56 lks North of the section corner for the two mile line, this leaves my line at the $\frac{1}{4}$ section corner on North bdry. of section 26, 14 lks North of the point for \(\frac{1}{4}\) section corner, hence I set the \(\frac{1}{4}\) section corner on

21-

the North line of section 26, 14 links South of my due West line, the corrected line to the $\frac{1}{4}$ section corner of North boundary of section 26, which is also the North West corner of extended limits is therefore South 890 54' West 40.36 chains. Stakes are set on this line every 5.04 chains, from the NW corner of extended limit a Maple -- inches in diameter bears.

21-Cont.

From the 4 section corner on the North line of Section 26 I run South 30' East and at 80.48 chains I intersect the 4 sec corner on the South boundary of same section. Stakes are set on this line every 5.03 chains. From the $\frac{1}{4}$ sec corner on the South boundary of Section 26 I run South 20' East and at 40.40 chains, I intersect the corner for centre of section 35 which I find standing and agrees with the records in the County Surveyors office viz: a stone from which a Burr Oak stump 18 inches in diameter bears S 85° E 88 lks dist and a Burr Oak 18 in dia. bears S 40° W 1.30. Note. I find a Burr Oak 10 inches in dia. has grown up where this corner is and the stone sets between its roots. Stakes are set on this line every 5.05 chains.

From the corner for centre of section 35, I run North 890 361 East and at 40.33 chains I intersect the 1/4 section corner on the East boundary of section 35, which I find standing but without a record.

Stakes are set on this line every 5.04-1/8 chs.

From the $\frac{1}{4}$ section corner on the East boundary of section 35, I run North 89° 33' East and at 80.55 chains I intersect the $\frac{1}{4}$ section corner on the East line of section 36 which I identify by the stumps of the original bearing trees, viz: Burr Oak 22 in. N. 77° W 30 lks. Burr Oak 10 in. S. 61 W 144 lks. Stakes are set on this line every 5.03 -

7/16 chs.

From the \(\frac{1}{4} \) section corner on the E. boundary of section 36 I run North 19' West and at 40.40 chains I intersect the corner to sections 25, 30, 31, and 36 which I find standing with very slight evidence in the original notes to verify its position. it has long set where it is however and testimony of witnesses sustain it. Stakes are set on this line every 5.05 chs. From the corner to sections 25, 30, 31 and 36 I run North 13' West and at 40.48 chains I intersect the 4 sec. corner on the East boundary of sec. 25, which I identify by the original bearing trees, viz: a White Oak 22 in. S. 57° W. 55 lks and a white oak 16 in. N. 76° W. 39 lks. from \(\frac{1}{4} \) sec cor I run N. 27' W. and at 40.64 chs. intersect NE cor of sec 25. Stakes are set on South \(\frac{1}{2} \) mile every 5.06 chs. and on North & mile every 5.08 chains.

Boundary lines of Fairfield previous to extension.

From the NE corner of the Railroad Addition to the City of Fairfield (which is the NE cor of the $SE_{\frac{1}{4}}$ of the $NE_{\frac{1}{4}}$ Sec 25, Township 72 North Range 10 West) I run West 27.50 chains thence South 10.63-7/11 chs. thence North 84 West 12.59-1/3 chs. thence South 10.94 chains, thence East 21.25 chs. thence South 18.98 chains, thence West 12.16 chs. thence South 20.04 chs. thence East 11.11 chs. thence South 20.14 chs. thence East 20.16 chs. thence North 15.06 chs. thence E. 35.21 chs. thence North 5.04 chs. thence E. 5.03 chs. thence North 43.22 chs. thence S. 83° 55' E. 10.08 chs. thence North $2.48\frac{1}{2}$ chs. thence East 10.12^2 chs. thence North 16.10 chs. thence East 20.13 chs. thence South 0.432 chs.

thence West 17.22 chs. thence North 9.95² chs. thence West 22.97 chs. thence South 10.07² chains where I close on the N. E. corner of the Railroad Addition to the City of Fairfield.

21-Cont.

Field Notes of Subdivision lines of Sections.

From the N.E. corner of Section 26, Tp. 72N. R. 10 W. I run South 0.20' E. and at 10.07² chains I intersect the N. W. corner of Oakland Addition to the City of Fairfield and close my line thereon.

From the South West corner of NW_{4}^{1} of Section 36 Tp 72 N. Range 10 West I run North 0° 20° West and at 20.08 chs I intersect the S E corner of the NE_{4}^{1} of NE_{4}^{1} sec 35 tp 72N R 10 W. (which is also the South East corner of South Western Addition to City of Fairfield) and close my line thereon.

From the corner previously established for center of section 25 I run N 89° 13' E and at 40.50 chains I intersect and close on the $\frac{1}{4}$

sec corner on the East line of sec. 25.

From the corner set for centre of section 25 I run South 0° 16' E and at 40.18 chs. I intersect the $\frac{1}{4}$ section corner on the South boundary of section 25, and continue on South and at 40.32 chs I intersect the corner established for center of sec 36. Note: (from the centre of section 25 North to the $\frac{1}{4}$ sec cor on North line of same section the length of line is 40.58 chs) From the $\frac{1}{4}$ sec cor on South bdry section 25 I run N 89° 37' E. and at 40.24 chs I intersect the S E corner of section 25.

From the S.W. corner of the NW_{4}^{1} of the NE_{4}^{1} section 35 I run East and at 40.32 chs I intersect the S E corner of the NE_{4}^{1} of NE_{4}^{1} sec-

tion 35.

From the last mentioned corner I continue on Easterly and at

80.54 chs I intersect the S E corner of NE_{4}^{1} of NE_{4}^{1} sec. 36.

From the NW corner of NE_4^1 of NE_4^1 sec. 25. I run S. 30' E. and at 40.69 chs. I intersect SW corner of SE_4^1 of NE_4^1 sec 25 and continue on South and 40.26 chs from last mentioned corner I intersect the S.W. corner of SE_4^1 of SE_4^1 sec. 25.

From the last mentioned corner I continue on South and at 40.32 chs I intersect the S.W. corner of the SE_{4}^{1} of NE_{4}^{1} of section 36.

From the N.W. corner of the $NE_{4}^{\frac{1}{4}}$ of $NW_{4}^{\frac{1}{4}}$ section 36 I run South and at 40.22 chs. I intersect the S.W. corner of the $SE_{4}^{\frac{1}{4}}$ of $NW_{4}^{\frac{1}{4}}$ of sec. 36.

From the N.W. corner of the NE_{4}^{1} of NE_{4}^{1} of section 35 I run South and at 40.28 chs. I intersect the S. W. corner of SE_{4}^{1} NE_{4}^{1} sec. 35.

From the S. E. corner of the $NE_{4}^{\frac{1}{4}}$ of $NE_{4}^{\frac{1}{4}}$ section 26 I run Westerly and at 40.42 chs. I intersect the SW corner of $NW_{4}^{\frac{1}{4}}$ of $NE_{4}^{\frac{1}{4}}$ sec. 26. From the N.W. corner of $SW_{4}^{\frac{1}{4}}$ of $SE_{4}^{\frac{1}{4}}$ of section 25 I run N. 89°

From the N.W. corner of SW_{4} of SE_{4} of section 25 I run N. 690 20' E. and at 20.00 chs. I intersect the N. W. corner of the SE_{4}^{1} of SE_{4}^{1} of SE_{4}^{1} of sec. 25. I continue on and at 20.18 chs. from last mentioned corner I intersect the N. E. corner of the SE_{4}^{1} of SE_{4}^{1} sec. 25.

Block 19 A. S. Jordan
Begin at the North East corner of Block No. 19 and run thence South 10.81
chains, thence West 5.88 chains, thence North 10.81 chains, thence East
5.88 chains to place of beginning, containing 6.35 acres.

21-Cont.

I hereby certify that the foregoing field notes of the Survey of the Centennial Addition to the City of Fairfield Iowa correctly represent the survey as made by me, that the survey has been made as the law directs and that the accompanying plat of the same is in strict conformity with the field notes thereof.

Charles J. Reed County Surveyor Jefferson County, Iowa

"Resolved by the City Council of the City of Fairfield, that the survey Plat & field notes of the Centennial Addition to the said City as presented by Chas. J. Reed County Surveyor be accepted and that the same be recorded in the office of the Recorder of Deeds of said County of Jefferson."

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Fairfield at a regular meeting held at the Council room in said City September 20" 1878

(L.S.)

W. A. Frush City Clerk

A. Scott Jordan and wife, Ada M.

22-

to

Elizabeth A. Buchanan.

Warranty Deed.
Dated February 1, 1909.
Filed February 1, 1909
Recorded in Book 63, page 230.
Conveys:

Block 19 of the Centennial Addition to the City of Fairfield, Iowa, according to the recorded plat thereof, excepting therefrom the South 373 feet of

said Block 19, which heretofore grantors herein conveyed to the Independent School District of Fairfield, Iowa, by their Warranty Deed dated April 4, 1905, filed August 9, 1906, in Book 58, page 326, in Recorder's Office of Jefferson County, Iowa.

Elizabeth Buchanan

23-

A. G. Jordan

Mortgage.
Dated September 29, 1915.
Filed September 29, 1915.
Recorded in Mortgage Record.
37, page 625.
Conveys:

All of Block 19, in the Centennial Addition to the City of Fairfield, Iowa, except that part of said Block 19 hereto-

fore conveyed to the Independent School District of Fairfield, Iowa and never used and occupied by said District for school purposes.

Given to secure the payment of a certain promissory note of even date for \$500.00 at 6% interest, due on September 1, 1916.

In the margin of the record of the above mortgage appears

the following entry:

"For value received I hereby release the within mortgage and the note secured thereby this 18th day of October, 1916.

Signed A. G. Jordan

Witnessed by V. S. Samuelson

Elizabeth A. Buchanan and husband, C. M. Buchanan

+-

A. C. Hendrickson.

Warranty Deed.
Dated October 11, 1916.
Filed October 18, 1916.
Recorded in Deed Record
74, page 63.
Conveys:

Block 19, Centennial Addition to the City of Fairfield, Iowa, according to the recorded plat thereof except therefrom

Recorder"

the South 373 feet of said Block 19, which was heretofore conveyed by A. Scott Jordan and wife, Ada M. Jordan, to the Independent School District of the City of Fairfield, by their Warranty Deed, which said deed was duly recorded on August 9, 1906, in Book 58, page 326, in the Recorder's office of Jefferson County, Iowa.

Charles S. Walker and wife, M. Nellie Walker

25- to

A. C. Hendrickson.

Warranty Deed.
Dated October 12, 1916.
Filed October 13, 1916.
Recorded in Deed Record
74, page 57.
Conveys:

The South 22 feet of Block 18, of Centennial Addition to the City of Fairfield, Iowa, the said above tract being more particularly described as follows:

Commencing at a point 708.8 feet North of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 26, Township 72, Range 10, for a point of beginning, thence North on the East section line 22 feet to an iron pin, thence West 385 feet to an iron pin, thence south 22 feet to an iron pin, thence East 385 feet to the place of beginning, to be used for street purposes.

24-

LINCOLN TERRACE ADDITION TO FAIRFIELD

A. C. Hendrickson and wife, Edith E. Hendrickson

27-

to

The Public.

Lincoln Terrace Addition to the City of Fairfield, Iowa. Filed October 20, 1916. Plat recorded in Book 74, page Field Notes recorded in Book 74, page 68. Recites:

Be it known that we the undersigned, A. C. Hendrickson

and Edith E. Hendrickson, his wife, of the county of Ashland, and State of Ohio, have caused this Plat and explanatory notes of Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa, to be made under our direction, and that this we have done as the owners and proprietors of the following described land, situated in Jefferson County,

State of Iowa, towit: --

A part of the Northeast quarter of the Northeast quarter of Section Twenty-six (26), Township No. Seventy-two (72), North of Range Ten (10) West, and also known as a part of Block No. Nineteen (19), and No. Eighteen (18), of the Centennial Addition to the City of Fairfield, Iowa, and more particularly described as follows; -Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of Section Twenty-six (26), Township Seventy-two (72), Range Ten (10), thence North on the east section line 396.4 ft. for a point of beginning and running from this point of beginning thence North on the east section line a distance of 334.3 ft to an iron pin, thence West 385 ft. to an iron pin, thence South on a line parallel with the east section line for a distance of 334.4 ft. to an iron pin, thence East 385 ft. to the point of beginning.

The land comprising said Addition is more particularly and fully set out and described in the plat and certificate of the survey

of same, it being hereto attached and made a part hereof.

The above and foregoing subdivision and survey of said land as appears in the annexed plat and explanatory notes, is with the free consent and in accordance with the desire of the undersigned owners and proprietors.

In Testimony Whereof we have hereunto subscribed our names

this 16" day of October, 1916.

Witnesses:

Maurice V. Semple L. M. Helbert.

A. C. Hendrickson Edith E. Hendrickson

State of Ohio, Ashland County, ss:

On this 16" day of October, 1916, before me personally appeared A. C. Hendrickson and Edith E. Hendrickson his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed

(L.S.)

Maurice V. Sample Notary Public in and for said County.

Surveyor's Certificate.
Lincoln Terrace Addition to the City of Fairfield, Iowa.

This is to certify that I have surveyed for the owners thereof a certain tract of land being a part of the Northeast quarter of the Northeast quarter of Section Twenty-six (26), Township Seventy-two (72) North of Range Ten (10) West, and also being known as a part of Block #19 and Block #18 of the Centennial Addition to the City of Fairfield, Iowa; and being more particularly described as follows:-

Commencing at the southeast corner of the Northeast quarter of the Northeast quarter of Section Twenty-six(26), Township Seventy-two (72), Range Ten (10), thence North on the east section line 396.4 ft. for the point of beginning and running from this point of beginning thence North on the east section line a distance of 334.3 ft. to an iron pin, thence West 385 ft. to an iron pin, thence South on a line parallel with the east section line for a distance of 334.3 ft. to an iron pin, thence East 385 ft. to the point of beginning. For street and alleys purpose. Said above described tract has been subdivided as shown on the attached plat and contains thirteen (13) lots. The sixe and number of all these lots are plainly marked on the plat, also the width of the streets and alleys. Said plat is a true copy of the field notes of said survey. Iron pipe is driven at the corners of the lots.

Witness my hand at Fairfield, Iowa, this 20th day of October,

1916.

L. T. Chapuis Surveyor

County Auditor's Certificate

I, A. C. Turner, Auditor of Jefferson County, Iowa, hereby certify that the lots comprising Lincoln Terrace Addition to the City of Fairfield, Iowa, as shown by the attached plat and certificate, has been listed in my office for taxation as provided by law.

Witness my hand at Fairfield, Iowa, this 20 day of October.

1916.

(L.S.)

A. C. Turner Auditor of Jefferson County, Iowa.

County Treasurer's Certificate
I, George C. Woods, Treasurer of Jefferson County, Iowa, do
hereby certify that there are no tax liens against that part of the
Northeast quarter of the Northeast quarter of Section Twenty-six (26),
Township Seventy-two (72), Range Ten (10), embraced within the following boundaries;-

Commencing at the southeast corner of the Northeast quarter of the Northeast quarter of Section Twenty-six (26), Township Seventy-two (72), Range Ten (10), thence North on the east section line 396.4 ft. for the point of beginning, and running from this point of beginning thence North on the east section line a distance of 334.3 ft. to an iron pin, thence West 385 ft. to an iron pin, thence South on a line parallel with the east section line for a distance of 334.3 ft. to an iron pin, thence East 385 ft. to the place of beginning. It being the land comprising Lincoln Terrace Addition to the City of Fairfield, Iowa, as shown by the attached plat and certificate.

Witness my hand at Fairfield, Iowa, this 20 day of October,

1916.

Geo. C. Woods Treasurer of Jefferson County, Iowa. Recorder's Certificate.

I, V. S. Samuelson, County Recorder in and for Jefferson County, Iowa, hereby certify that the title to the land comprising Lincoln Terrace Addition to the City of Fairfield, Iowa, as shown by the attached plat and certificate rests in fee simple in A. C. Hendrickson, whose name is affixed to the foregoing dedication as grantor, and that said land is free from and clear of mortgage lien of

witness my hand at Fairfield, Iowa, this 20th day of October,

any kind as shown after a careful examination of the records of my office, and as further evidenced by the abstract of title attached to

1916.

V. S. Samuelson County Recorder for Jefferson County, Iowa.

Certificate of Clerk of District Court.

I, Geo. M. Ball, Clerk of the District Court in and for Jefferson County, Iowa, hereby certify that the land comprising Lincoln
Terrace Addition to the City of Fairfield, Iowa, as shown by the attached plat and certificate is free and clear of all judgments, Attachments, Mechanic's Liens, or liens of any other kind, as shown after a
careful examination of the records in my office.

Witness my hand and official seal at Fairfield, Iowa, this 20

day of Octover, 1916.

(L.S.)

Geo. M. Ball Clerk District Court Jefferson County, Iowa.

City Council's Acceptance
We, D. F. Spratt, Mayor, and W. R. Heflin, City Clerk, of
the City of Fairfield, Iowa, hereby certify that the plat and addition
to be known as Lincoln Terrace Addition to the City of Fairfield, Iowa,
was accepted by the City Council of said City of Fairfield, Iowa, on
the 20 day of October, 1916, as required by law in the following
resolution:

Whereas on this day A. C. Hendrickson presented to the Council of the City of Fairfield, Iowa, in session duly assembled, the plat, dedication, survey, and certificate as required by law for an addition to said city, to be known as Lincoln Terrace Addition, and

Whereas the same has been duly examined by the City Council

and found to be correct,

Now Therefore Be It Resolved that said plat and addition, being known as Lincoln Terrace Addition to the City of Fairfield, Iowa be and the same is hereby accepted, and the Mayor and City Clerk are hereby authorized and directed to certify the same over the signature and under the seal of the City of Fairfield, Iowa.

Witness our hands and the seal of the City of Fairfield, Iowa,

on this 20th day of October, 1916.

D. F. Spratt, Maroy W. R. Heflin, City Clerk

(Seal)

A. C. Hendrickson and Edith E. Hendrickson (husband and wife)

29- to

. Chas. H. Gage.

Chas H. Gage and Florence N. Gage, husband and wife

30- to

George T. Ronk.

George T. Ronk and Rua W. Ronk, husband and wife

31- to

Albert J. Swanson

Albert J. Swanson and wife, Fern C. Swanson

32- to

George T. Ronk

Warranty Deed.
Dated October 21, 1916.
Filed December 22, 1916.
Recorded in Deed Record
74, page 123.
Conveys:
Lots No. 1, 2, 3, 4 and

Lots No. 1, 2, 3, 4 and 5 in Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa, according to the recorded plat thereof.

Warranty Deed.
Dated June 28, 1921.
Filed June 28, 1921
Recorded in Deed Record
79, page 205.
Conveys:

Lots No. 1, 2, 3, and 4 in Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Warranty Deed
Dated May 10, 1922
Filed May 16, 1922
Book 79, page 353
Conveys:

Lot No. Two (2) in Lincoln Terrace Addition to the City of Fairfield, Iowa, according to the recorded plat thereof.

Duly acknowledged.

Warranty Deed
Dated March 12, 1923
Filed March 15, 1923
Book 82, page 91
Conveys:

Lot No. 2 in Lincoln Terrace Addition to the City of Fairfield, Iowa with house thereon. George T. Ronk and wife, Rua W. Ronk

33- to

E. B. Turner

Warranty Deed
Dated March 12, 1924
Filed March 14, 1924
Book 82, page 292
Conveys:

Lot 2 in Lincoln Terrace
Addition to City of Fairfield,
Iowa with dwelling thereon.
Subject to a mortgage in favor
of J. M. Baldwin as recorded in
Book 37, page 240, which said
mortgage said grantæassumes and

agrees to pay as part of said purchase price. (The aforementioned mortgage is released of record.)

George T. Ronk and Rua W. Ronk, husband and wife

34- to

Carl F. Meyer

Carl F. Meyer and wife Clara M. Meyer

35- to

Albert J. Swanson

Albert J. Swanson and wife, Fern C. Swanson

36- to

E. B. Turner

Warranty Deed
Dated June 1, 1924
Filed June 24, 1924
Book 82, page 347
Conveys:
Lots 3 and 4 in Lincoln
Terrace Addition to the City
of Fairfield, Jefferson
County, Iowa.

Warranty Deed
Dated September 29, 1924
Filed October 1, 1924
Recorded in Book 82, page 400
Conveys:

Lot 3 in Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Warranty Deed
Dated June 21, 1927
Filed June 23, 1927
Book 86, page 341
Conveys:

The North 53 feet and 6 inches of Lot 3 of Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

E. B. Turner and wife, Gertrude Turner

37-

to

Winifred T. Ball

Warranty Deed
Dated June 3, 1930
Filed December 23, 1930
Book 91, page 187
Conveys:

Lot 2 and the North 10 feet of Lot 3 of Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

This deed is executed in lieu of a former deed from the same grantors to the same grantee conveying the same premises, which deed has been lost or misplaced and now placed of record.

OMITTED MORTGAGES

38-

Notice is hereby given that, pursuant to Section 614.21 of the 1962 Code of Iowa and Section 1.9 of Iowa Land Title Examination Standards, there has been expressly omitted from this Abstract of Title all mortgages and trust deeds, together with all instruments or proceedings pertaining thereto which were filed more than 20 years ago unless the records show that the original debt, or said debt as extended by an extension agreement of record has matured wholly or in part within the past ten years. All other mortgages and deeds of trust are shown.

D. W. Bates, Superintendent of Banking of the State of Iowa, Receiver of Iowa Loan & Trust Company, of Fairfield, Iowa

39-

to

Winifred T. Ball

Receiver's Deed Dated November 2, 1938 Filed November 15, 1938 Book 98, page 57 Recites:

Whereas an application having been made by the above plaintiff to a Judge of the District Court, and an order having been issued on October 27, 1938, directing the plaintiff, D. W. Bates, Super-

intendent of Banking of State of Iowa, as Receiver of Iowa Loan & Trust

Company of Fairfield, Iowa.
Now, therefore, D. W. Bates, Superintendent of Banking of State of Iowa, being duly authorized Receiver of Iowa Loan & Trust Company, conveys the following described real estate to Winifred, T. Ball.

Lot 2 and the North 10 feet of Lot 3 of Lincoln Terrace Addition

to the City of Fairfield, Iowa.
Acknowledged by D. W. Bates, Superintendent of Banking, State of Iowa on November 2nd, 1938 before Mary Flanagan, Notary Public in and for Polk County, Iowa. (Seal.)

Court approval attached and signed by J. N. Calhoun, Clerk, dated

November 14, 1938.

Harry McWhirter, Administrator de bonis non with Will Annexed of Estate of Marion Tracy, deceased

Plaintiff

40-

VS

Ollie M. Tracy, Harry I. Ball and Winifred T. Ball Defendants Petition in Equity Filed November 9, 1939 Recites:

Plaintiff for cause of action states that as the duly appointed Administrator de bonis non with will annexed in the Estate of Marion Tracy, deceased, that on or about the 20th day of September 1929, the defendants Harry I. Ball and Winifred T. Ball did execute and deliver to Marion

note in the sum of \$17,000.00, due five years after date with in-

terest at 6%, payable to the order of Marion Tracy.

That the said Marion Tracy died testate March 25, 1930 and that under the provisions of his will, Ollie M. Tracy was named Executrix. That the said Ollie M. Tracy qualified as Executrix but did resign as set Executrix on November 3, 1939 and the said Harry McWhirter became her successor.

That while Ollie M. Tracy was Executrix, it was learned that the note above referred to was a lost instrument but that Harry I. Ball and Winifred T. Ball did on the 9th day of May, 1930, deliver to Ollie M. Tracy, Executrix their certain promissory note dated September 20, 1929 in the principal sum of \$16,000.00, payable to the order of Marion Tracy, five years after date, with interest at 6% per annum. That said note was at all times in the care of Ollie M. Tracy.

That the said Harry I. Ball and Winifred T. Ball did pay to Ollie M. Tracy certain funds which are unknown to the plaintiff. That the said Ollie M. Tracy, Harry I. Ball and Winifred T. Ball alone know such amounts and time of payment and refuse and decline to negotiate with the plaintiff, and that an accounting is therefor

necessary.

Further that Ollie M. Tracy refuses to deliver said note to this plaintiff, and plaintiff further alleges that said note is lost and that it is necessary to bring this action in equity for the establishment or reestablishment of said lost note and to have an accounting made upon the same for the benefit of the trust.

Wherefore, the plaintiff prays judgment and decree and that the Court decree as lost the said promissory note referred to above and that said note be reestablished and that the Court order, compell and direct the reexecution of the described note formerly made by Harry I. Ball and Winifred T. Ball, and that an accounting be likewise compelled.

Thoma & Thoma Attorneys for Plaintiff

Verified by Harry McWhirter.

41-

Harry McWhirter, Administrator of the Estate of Marion Tracy, deceased

Plaintiff

42-

VS

Ollie M. Tracy, etal Defendants

Original Notice
Filed November 13, 1939
State of Iowa, Jefferson County, ss.
To Ollie M. Tracy, Harry I.
Ball and Winifred T. Ball,
Defendants:

You are hereby notified that there is now on file in the office of the Clerk of the District Court of Jefferson County, State of Iowa, the

petition of Harry McWhirter, Administrator de bonis non with will annexed of Estate of Marion Tracy, deceased, copy of which said Petition is attached hereto and hereby expressly made a part hereof; and which said Petition states all of the matters and facts alleged and the prayer, relief, judgment and decree asked for.

Now, unless you appear thereto and defend on or before noon of the second day of the November Term, A.D., 1939, of said Court to commence and be held at Fairfield, Jefferson County, Iowa, on the 20th day of November, A.D., 1939, default will be entered against you and judgment rendered thereon, and decree and orders entered as prayed for.

Thoma & Thoma Attorneys for Plaintiff

RETURN OF SERVICE

STATE OF IOWA, Jefferson County, ss.

The within Notice came into my hands on the 9th day of November, 1939 and I certify that I served the same on the defendants named below by reading the same to them and delivering to them a true copy of the same at the time and place set opposite their names.

Ollie M. Tracy, 11-9-39, Fairfield, Jefferson, Iowa
Winifred T. Ball, 11-9-39, Fairfield, Jefferson, Iowa.

Herbert F. Goodale,

Sheriff of Jefferson County,
Iowa.

RETURN OF SERVICE

43- STATEOF IOWA, Jefferson County, ss.

The within Notice came into my hands on the 9th day of November, 1939 and on the 9th day of November, 1939, I served the same on Harry I. Ball, by leaving a true copy thereof at the house of Harry I. Ball, situated in the township of Fairfield, Jefferson County, Iowa, the same being the usual place of residence of said defendant, with Winifred T. Ball a member of said defendant's family, with whom he resides, and over 14 years of age, the said defendant not being found within the County.

Herbert F. Goodale, Sheriff of Jefferson County, Iowa. Harry McWhirter, Administrator of Estate of Marion Tracy, deceased

Plaintiff

44-

VS

Ollie M. Tracy, etal Defendants

Judgment and Decree Dated May 7, 1940 Book A-4, Page 386 Recites:

Now on this 7th day of May, 1940, the above entitled matter. comes on for hearing, and the Court further finds that Ollie M. Tracy, Executrix of the Estate of Marion Tracy did negotiate with Harry I. Ball and Winifred T. Ball to make

a new note to take the place of a previous note made to Marion

Tracy.

And the Court further finds that on the 9th day of May, 1930, the said Harry I. Ball and Winifred T. Ball did execute and deliver a note to Ollie M. Tracy, Executrix, dated September 20, 1929, in the principal sum of \$16,000.00, and that said note was given in lieu, place and stead of a previous note determined as lost, and that there now remains due and unpaid of said promissory note, the sum of \$24,905.55, and that said note is lost and should now be reestablished as a lost note.

Wherefore, it is now ordered, adjudged and decreed that the Court does now adjudge and decree as lost the promissory note described above, and the Court does hereby establish and re-establish

the certain promissory note described above in the substantial form and with the same liability in the makers.

That judgment is rendered and entered in favor of the plaintiff, Harry McWhirter, Administrator de bonis non with will annexed of the estate of Marion Tracy, deceased, and against the defendants, Harry I. Ball and Winifred T. Ball, in the sum of \$24,905.55, and for costs.

> Elmer K. Daugherty, Judge

Harry McWhirter, Administrator of the Estate of Marion Tracy, deceased

Plaintiff

45-

VS

Ollie M. Tracy, etal

Defendants

Dictation to Sheriff Dated May 11, 1940 Filed September 6, 1940 * * * You will serve the writ of General Execution upon the following described real estate: Lot Two (2) and the North Ten feet (10) of Lot Three (3) of Lincoln Terrace Addition to the City of Fairfield, Iowa. (s) Thoma & Thoma Attorney for Plaintiff

Harry McWhirter, Administrator of the Estate of Marion Tracy, desceased

Plaintiff

46-

VS

Ollie M. Tracy, etal Defendants

Sheriff's Levy Filed September 6, 1940 Recites: * * * I hereby certify that the annexed General Execution came into my hands the 11th day of May, 1940, at 2:30 o'clock P.M., and by virtue thereof on the 13th day of May, 1940, at 9:00 o'clock A.M., I levied on the following described property as the property of the defendant, to-wit:

Lot (2) two and the North Ten feet (10) of Lot Three (3) of Lincoln Terrace Addition to the City of Fairfield, Iowa. One Buick automobile - 1940 registration No. 51-636 Touring Model 51-S #13676464 Motor No. 53853437

One Buick automobile registration No. 51-3318 Touring Sedan Model 51 Factory 13738335 Motor #53920970.

Herbert F. Goodale, Sheriff By Thomas Howell, Deputy.

Harry McWhirter, Administrator of the Estate of Marion Tracy, deceased

Plaintiff

47-

VS

Ollie M. Tracy, etal Defendants Sheriff's Notice Dated May 13, 1940 Filed September 6, 1940 Recites:

* * * NOTICE IS HEREBY GIVEN. That by virtue of a general execution to me directed. issued out of the Clerk's office of the District Court of the State of Iowa in and for Jefferson County, upon a judg-ment rendered in said County in favor of Harry McWhirter,

Administrator de bonis non with Will Annexed of Estate of Marion Tracy, deceased and against Ollie M. Tracy, Harry I. Ball and Winifred T. Ball, I have levied upon the following described property situated in Jefferson County, Iowa, as the property of the said Ollie M. Tracy, Harry I. Ball and Winifred T. Ball, to-wit: Lot (2) Two and the North Ten feet (10) of Lot Three (3) of

Lincoln Terrace Addition to the City of Fairfield, Iowa.

One Buick automobile - 1940 registration No. 51-636 Touring

Model 51-S #13676464 Motor No. 53853437.
One Buick Automobile registration No. 51-3318, Touring Sedan Model 51 Fact. #13738335 Motor #53920970, and the same is now under my control.

Thoma & Thoma, Attorney.

Herbert F. Goodale, Sheriff of Jefferson County, Iowa. By Thomas Howell, Deputy.

State of Iowa

Jefferson County

I. Herbert F. Goodale, Sheriff of Jefferson County, Iowa, do hereby certify and return that I served the within notice of levy on the 15th day of May, 1940, on Harry I. Ball, in Fairfield Township, Jefferson County, Iowa, by reading the same to himand by delivering to him personally a true and correct copy thereof.

I further certify and return that I served the same on Winifred T. Ball on the 15th day of May, 1940, by leaving a true and correct copy thereof at the house and usual place of residence of the said Winifred T. Ball, situated in Fairfield Township, Jefferson County, Iowa, with Harry I. Ball, a member of her family with whom she resides and who is over fourteen years of age. The said Winifred T. Ball not being found within the County.

Service \$.75 Mileage .90 Mileage Total

Herbert E. Goodale, Sheriff By Thomas Howell, Deputy

Harry McWhirter, Administrator of the Estate of Marion Tracy, deceased

Plaintiff

49-

50-

118-

VS

Ollie M. Tracy, etal

Defendants

Sheriff's Sale Notice Filed September 6, 1940 State of Iowa, Jefferson County, Notice is hereby given, That on the 22nd day of June, A. D. 1940, at 11:00 o'clock A.M.,

at the Court House, in the City of Fairfield, and County aforesaid, will be sold at Public Auction, to the highest bidder, for cash, the following described Real Estate, levied upon and

taken by virtue of a General execution issued from the office of the Clerk of the District Court, within and for the County of Jefferson, State of Iowa, in favor of Harry McWhirter, Administrator De Bonis Non with Will Annexed of Estate of Marion Tracy, deceased, and against the property of Olive Tracy, Harry I. Ball and Winifred T. Ball towit:

Lot Two (2) and the North Ten feet (10) of Lot Three (3) of Lincoln Terrace Addition to the City of Fairfield, Iowa, as the property of Winifred T. Ball, or as much thereof as may be necessary to satisfy said writ of execution and all accruing costs.

Herbert F. Goodale Sheriff of Jefferson County, Iowa By Thomas Howell, Deputy

Dated at the Sheriff's Office, Fairfield, Iowa, May 23rd, 1940.

Thoma & Thoma Plaintiff's Attorney

Proof of Publication

I, the publisher of the Fairfield Daily Ledger, being duly sworn, say that the Fairfield Daily Ledger is a daily newspaper of general circulation, printed in the County of Jefferson, State of Iowa; and that the notice, of which a printed copy is hereto attached, was printed in said newspaper in its regular issues on the following named dates: May 24, 1940 May 31, 1940 Walter E. Williams, Publisher

FAIRFIELD DAILY LEDGER Subscribed and sworn to by Walter E. Williams before Emma L. Campbell, Notary Public in and for Jefferson County, Iowa, on

I, Herbert F. Goodale, Sheriff of Jefferson County, Iowa, do hereby certify and return that I served the within notice of sale on the 23rd day of May, 1940, on Winifred T. Ball, in Fairfield Township, Jefferson County, Iowa, by reading the same to her and by delivering to her personally a true and correct copy thereof.

I further certify and return that I served the within notice

of sale on Harry I. Ball on the 23rd day of May, 1940, by leaving a true and correct copy thereof at the house and usual place of residence of the said Harry I. Ball, situated in Fairfield Township, Jefferson County, Iowa, with Winifred T. Ball, a member of his family with whom he resides and who is over fourteen years of age. The said Harry I. Ball not being found within the County.

Service \$.75
Posting .75
Total \$1.50

Herbert F. Goodale, Sheriff By Thomas Howell, Deputy

Harry McWhirter, Administrator of the Estate of Marion Tracy, deceased

Plaintiff

52-

51-

VS

Ollie M. Tracy, etal

Defendants

Sheriff's Return of Sale Filed September 6, 1940 Recites: * * * STATE OF Iowa, Jefferson County, ss.

I, Herbert F. Goodale, Sheriff of Jefferson County, Iowa, hereby certify and return that I received the annexed execution on the 11th day of May A.D. 1940 at 2:30 in the

afternoon; that by virtue

thereof, I did on the 13th day of May A.D. 1940, levy upon the property of the said Harry I. Ball and Winifred T. Ball defendants therein, described as follows,

Lot Two (2) and the North Ten feet (10) of Lot Three (3) of Lincoln Terrace Addition to the City of Fairfield, Iowa. And after making said levy I gave four weeks' notice of the time and place of selling said property, by posting up printed notices thereof in three public places within my county---one of which was at the place where the last District Court was held, and by causing two publications of said notice to be made in the - - -- - - a newspaper printed at Fairfield in said County of Jefferson immediately before said sale.

That on the 23rd day of May 1940, twenty days before said sale, I served the said Harry I. Ball and Winifred T. Ball who were in actual possession of said real property, with written notice, stating that I had levied on said real property by virtue of this execution, and mentioning the time and place of said sale, a copy of which is hereto attached, and marked "Exhibit A" and made a

part of this return.

I further certify and return, that in pursuance of said notice I did on the 22nd day of June A.D. 1940, at 11:00 o'clock A.M. of said day, that being the time appointed for said sale, at the Front door of the Court House, in Fairfield, Iowa, expose to sale at public auction the property aforesaid to the highest and best bidder for cash, and then and there offered said above described real estate in the least legal subdivisions and received no bid therefore, I then offered said property in a body and sold the

52-Cont'd same to Harry McWhirter, Administrator de bonis non with Will Annexed of Estate of Marion Tracy, deceased, for the sum of --Twelve Hundred Fifty Dollars and no/100 --- DOLLARS, he being the highest and best bidder therefor, who then and there paid me the sum of -- Twelve Hundred Fifty Dollars and no/100 -----DOLLARS, bid by him, whereupon I executed to the said Harry McWhirter, Administrator of the estate of Marion Tracy, deceased, a certificate of sale in due form of law for the above described real estate, and that I have said moneys now in court to render unto the said Judgement Creditors as by this writ commanded.

Herbert F. Goodale Sheriff of Jefferson County, Iowa. By Thomas Howell, Deputy. 52-Cont'd same to Harry McWhirter, Administrator de bonis non with Will Annexed of Estate of Marion Tracy, deceased, for the sum of --Twelve Hundred Fifty Dollars and no/100 --- DOLLARS, he being the highest and best bidder therefor, who then and there paid me the sum of -- Twelve Hundred Fifty Dollars and no/100 -----DOLLARS, bid by him, whereupon I executed to the said Harry McWhirter, Administrator of the estate of Marion Tracy, deceased, a certificate of sale in due form of law for the above described real estate, and that I have said moneys now in court to render unto the said Judgement Creditors as by this writ commanded.

Herbert F. Goodale

Sheriff of Jefferson County, Iowa. By Thomas Howell, Deputy. STATE OF IOWA, JEFFERSON COUNTY, ss.

The within Notice came into my hands on the 19th day of March, 1941 and I certify that I served the same on the defendants named below by reading the same to him and delivering to him a true copy of the same at the time and place set opposite his name.

Harry I. Ball 4-9-41 Fairfield Twp., Jefferson Co., Iowa.

Herbert F. Goodale

Sheriff of Jefferson County, Iowa

By Thomas Howell, Deputy

D. W. Bates, Superintendent of Banking and Receiver,
Plaintiff

VS

Harry I. Ball,

Defendant

Judgment Record Book A-5, Page 14 Recites:

Now on this 28th day of April, 1941, the plaintiff appearing by his attorneys, and the defendant not being present in Court, the Court takes jurisdiction and finds that the plaintiffs petition is true and correct.

Wherefore, it is ordered that judgment be and the same is hereby rendered and entered

against the defendant, Harry I. Ball, in favor of D. W. Bates, Superintendent of Banking of the State of Iowa and Receiver of the Iowa Loan & Trust Company of Fairfield, Iowa, in the sum of \$826.99 together with interest.

Elmer K. Daugherty
Judge

56-

Herbert F. Goodale, Sheriff of Jefferson County, Iowa

57-

to

Harry McWhirter, Admr., vs Harry I. Ball, and others Sheriff's Deed Dated July 12, 1941 Filed July 14, 1941 Book 98, page 217 Recites:

Whereas by virtue of a Special execution directed to Herbert F. Goodale, Sheriff of Jefferson County, Iowa, dated May 11, 1940 and issue out of the Clerk's office in and for Jefferson County, Iowa,

on May 7, 1940 in favor of Harry McWhirter, Admr. de bonis non with the will annexed of the estate of Marion Tracy, deceased, and against Ollie M. Tracy, Harry I. Ball and Winifred T. Ball, for \$1250.00. The Sheriff did on May 13th, 1940 levy on said real estate and did give 4 weeks' notice of the time and place of selling said real estate.

And whereas in pursuance of said notice, did on the 22nd day of June, 1940 expose and sell at public auction to Harry McWhirter, Admr. de bonis non with the will annexed of the estate of Marion Tracy, deceased, the following described real estate:

Lot 2 and the North 10 feet of Lot 3 of Lincoln Terrace Addition

to the City of Fairfield, Iowa.

Internal Revenue Stamps in amount of \$1.65 attached and cancelled. Acknowledged by Herbert F. Goodale, July 12, 1941 before W. S. Parkin, Clerk of District Court of Jefferson County, Iowa.

58-

VS

Winifred T. Ball, Harry I. Ball, and Harry McWhirter, Administrator de bonis non with will annexed of the estate of Marion Tracy, Deceased.

Defendants

Petition in Equity
Filed May 15, 1941
Recites:
* * * Plaintiff for cause of
action states that on or about
November 15, 1938, the defenda
Winifred T. Ball and Harry I.

action states that on or about November 15, 1938, the defendants, Winifred T. Ball and Harry I. Ball, executed and delivered to the plaintiff their promissory note dated November 15, 1938, due November 12, 1943, in the sum of \$5,000.00 with interest at 5% from November 12, 1938 (a copy of said note being attached to the pleadings).

That to secure payment of said note, the said Winifred T. Ball and Harry I. Ball on November 15, 1938 executed and delivered to plaintiff a real estate mortgage

on the following described real estate:

Lot 2 and the North 10 feet of Lot 3 of Lincoln Terrace Addition

to the City of Fairfield, Iowa.

That said mortgage is recorded in Book 61 at page 51 of the

mortgage records of said county.

That under the terms of said mortgage, the mortgagee shall pay all taxes and assessments and shall not let the same become delinquent, and that there was lawfully levied against said premises for the year 1940, taxes in the sum of \$91.16.

Plaintiff further states that upon the failure to pay interest or taxes within 30 days after they become due, then the whole

indebtedness shall immediately become due and payable.

Plaintiff further states that she has elected to declare the full amount due under the terms of the note and mortgage with interest

in the sum of \$5680.62.

This plaintiff further shows that the defendant, Harry McWhirter, Administrator de bonis non with will annexed of the estate of Marion Tracy, deceased, did on May 7, 1940 obtain a personal judgment against Harry I. Ball and Winifred T. Ball and that on May 11, 1940, he caused to be issued out of the Clerk's office in Jefferson County, an execution to satisfy said judgment, and that on May 13, 1940, the Sheriff levied upon said described real estate and that under said levy said property was sold at Sheriff's Sale to Harry McWhirter, Administrator de bonis non with will annexed of the estate of Marion Tracy, deceased, and that the same is shown in execution docket No. 4, page 1937, and that the said administrator is claiming some interest and the said plaintiff asks that a receiver be appointed.

Wherefore, plaintiff prays judgment in personam against the defendants Winifred T. Ball and Harry I. Ball for the sum above referred to and that likewise the mortgage be foreclosed and

established upon the following described real estate:

Lot 2, and the North 10 feet of Lot 3 of Lincoln Terrace Addition to the City of Fairfield, Iowa, and that the claims and liens of all defendants be decreed to be junior and inferior, and that special execution issue for the sale of said premises and that a receiver be appointed.

Jones & White Attorneys for Plaintiff

Verified by R. E. White.

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Nellie B. Hunt, Plaintiff

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VS

Winifred T. Ball, et al, Defendants Original Notice Filed May 20, 1941 Recites:

To: Winifred T. Ball, Harry I. Ball, and Harry McWhirter, Administrator de bonis non with will annexed, of the estate of Marion Tracy, Deceased.

You and each of you are hereby notified that there is now on file in the office of the Clerk of the District Court of Iowa, in and for

Jefferson County, the petition of the plaintiff claiming that on or about the 15th day of November, 1938, the defendants, Winifred T. Ball and Harry I. Ball, executed and delivered to this plaintiff their one certain promissory note in the sum of \$5000.00, with interest thereon payable on or before the 12th day of November, 1943, and that for the purpose of securing said note, they executed and delivered to the plaintiff a certain real estate mortgage upon the following described premises, to-wit:

Lot 2, and the North Ten (10) feet of Lot 3 of Lincoln

Terrace Addition to the City of Fairfield, Iowa.

That said note and mortgage provide that if any interest was not paid when due, or the taxes upon said real estate became delinquent, the plaintiff at her option could declare the principal of said note due and payable, and that she has so elected to do.

You are further notified that the plaintiff is claiming a personal judgment against the defendants, Winifred T. Ball and Harry I. Ball, in the sum of \$5680.62, together with interest thereon at the rate of seven per cent from and after the 15th day of May, 1940, and that said mortgage be foreclosed and a special execution issued for the sale of said real estate or so much thereof as is necessary to satisfy said note, interest, costs, and accruing costs.

You are further notified that said petition alleges that the defendant, Harry McWhirter, Administrator de bonis non with will annexed of the estate of Marion Tracy, Deceased, is claiming some interest in and to said real estate but alleges that said interest of the defendant is inferior and junior to that of the plaintiff, and that all the right, title and interest of said defendants and each of them, excepting only, the right to redeem as provided by law, be cut off and held for naught, and forever barred.

Said petition further asks that a receiver be appointed to take possession of said premises and collect the rents and profits therefrom, and for such other and further relief as the court may deem equitable in the premises.

For further particulars you are referred to the petition now

And unless you appear thereto and defend on or before noon of the second day of the next term, being the June term of said Court, which will convene and be held in the Court House at Fairfield, Iowa, on the 16th day of June, 1941, default will be entered against

you and judgment rendered thereon. Dated this 15 day of May, 1941.

Jones & White Attorneys for Plaintiff

The undersigned, Winifred T. Ball and Harry I. Ball hereby severally accept service of the above and foregoing notice, and severally acknowledge receipt of a copy of the same, all done in Jefferson County, Iowa, on this 17th day of May, 1941.

Winifred T. Ball

Harry I. Ball

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State of Iowa SS Jefferson County

I, Herbert F. Goodale, Sheriff of Jefferson County, Iowa, do hereby certify and return that I received the within notice on the 15th day of May, 1941, and that on the 15th day of May, 1941, I served the same on Harry McWhirter, as administrator de bonis 62non with will annexed of the Estate of Marion Tracy, deceased, in Fairfield Township, Jefferson County, Iowa, by offering to read the same to him, which ready he waived, and by delivering to him personally a true and correct copy thereof.

\$.50 Service .15 Mileage Total

Herbert F. Hoodale, Sheriff By Thomas Howell Deputy Sheriff

Above fees paid 5-19-41, by R. E. Jones. Herbert F. Goodale, Sheriff By Thomas Howell, Deputy Sheriff

Nellie B. Hunt, Plaintiff

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VS

Winifred T. Ball, et al, Defendants

Jones & White Geo. Van Nostrand Attorneys for Nellie B. Hunt, Plaintiff

Stipulation Filed June 24, 1941 Recites: * * * Now on this 16th day of June, 1941, the petition of the plaintiff upon application for appointment of receiver and other issues having been presented, it is hereby agreed between all parties that Ben H. Blakeley be and is hereby designated agent for all parties in this action

Richard C. Leggett Attorney for Winifred T. Ball and Harry I. Ball, Defendants.

Thoma & Thoma Attorneys for Harry McWhirter, Administrator de bonis non With Will Annexed of Estate of Marion Tracy, deceased, Defendant.

Nellie B. Hunt, Plaintiff

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VS

Winifred T. Ball, et al, Defendants Decree
Dated October 17, 1941
Book A-5, Page 163
Recites:

* * * Now on this 17th day of October, 1941, the above named cause comes on for hearing on the issues raised, and all parties being represented in court by their counsel except Winifred T. Ball and Harry I.

Ball, and notice having been served on the said Winifred T. Ball and Harry I. Ball, and the acceptance of service being on file, the Court does take jurisdiction and evidence having been introduced to show the insolvency of Winifred T. Ball and Harry I. Ball and the Court further finds that the allegations made by the plaintiff are true. That the promissory note referred to in the petition is just, genuine, past due, and wholly unpaid and that the equities are with the plaintiff. That the plaintiff is entitled to a decree of foreclosure and the establishment of a lien in and to said mortgaged premises.

It is therefore ordered, adjudged and decreed by the court that judgment in personam against the defendants, Winifred T. Ball and Harry I. Ball, and a judgment in rem be and the same is hereby entered for the sum of \$5680.62, with interest and for general taxes in the sum of \$93.89 which are now due against said premises, and for attorneys fees, and that said lien be adjudged

against the following described real estate:

Lot two (2), and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Iowa

and that all claims made against said property are junior, inferior and subordinate to this lien, and that if said mortgaged premises are not redeemed as required by law, a writ of possession shall issue by the Clerk under the seal directed to the Sheriff of Jefferson County, Iowa, commanding him to put the purchaser at said sale in possession.

Dated October 24, 1941.

Edward L. Simmons Judge

Neelie B. Hunt, Plaintiff

VS

Winifred T. Ball, et al, Defendants Sheriff's Levy
Filed December 3, 1941
Recites:

* * * I hereby certify that the annexed Special Execution came into my hands the 25th day of October, 1941, at 9:00 o'clock A.M., and by virtue thereof on the 25th day of October, 1941, at 10:30 o'clock A.M., I levied on the following described property as

the property of the said defendants, to-wit:

Lot two (2), and the North Ten (10) feet of Lot Three (3),

Lincoln Terrace Addition to the City of Fairfield, Iowa.

Herbert F. Goodale, Sheriff

By Thomas Howell, Deputy

Nellie B. Hunt, Plaintiff

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Winifred T. Ball, et al, Defendants

Sheriff's Notice Dated October 25, 1941 Filed December 3, 1941 Recites:

* * * NOTICE IS HEREBY GIVEN, That by virtue of a Special execution to me directed, issued out of the Clerk's office of the District Court of the State of Iowa in and for Jefferson County, upon a judgment rendered in said County

in favor of Nellie B. Hunt and against Winifred T. Ball, Harry I. Ball, and Harry McWhirter, Adrm. de bonis non with the will annexed of the estate of Marion Tracy, deceased, I have levied upon the following described property situated Jefferson County, Iowa, as the property of the said Defendants to-wit: Lot two (2), and the North Ten (10) feet of Lot Three (3),

Lincoln Terrace Addition the the City of Fairfield, Iowa.

and the same is now under my control.

Herbert F. Goodale Sheriff of Jefferson County, Iowa. By Thomas Howell Deputy

George C. Van Nostrand Attorney

Sheriff's Return

State of Iowa Jefferson County ss

I, Herbert F. Goodale, Sheriff of Jefferson County, Iowa, do hereby certify and return that I served the within notice of levy on the 27th day of October, 1941, on Harry McWhirter as Administrator de bonis non with the will annexed of the estate of Marion Tracy, deceased, in Fairfield Township, Jefferson County, Iowa, by offering to read the same to him, which reading hewaived, and by delivering to him personally a true and correct copy thereof.

I further certify and return that I served the same on Winifred T. Ball on the 29th day of October, 1941, in Fairfield Township, Jefferson County, Iowa, by reading the same to her and by delivering to her personally a true and correct copy thereof.

I further certify and return that I served the same on Harry I. Ball on the 29th day of October, 1941, in Fairfield Township, Jefferson County, Iowa, by reading the same to him and by delivering to him personally a true and correct copy.

Service \$ 1.00 Mileage .30 Total \$ 1.30

Herbert F. Goodale, Sheriff By Thomas Howell, Deputy Sheriff

Sheriff's Sale Notice, Proof Nellie B. Hunt, of Publication and Return Plaintiff Filed December 3, 1941 STATE OF IOWA, JEFFERSON COUNTY, ss. NOTICE IS HEREBY GIVEN, Winifred T. Ball, et al, That on the 1st day of December, A.D. 1941, at 11:00 o'clock A.M., Defendants at the Court House, in the City of Fairfield, and County aforesaid, will be sold at Public Auction, to the highest bidder, for cash, the following described Real Estate, levied upon and taken by virtue of a Special execution issued from the office of the Clerk of the District Court, within and for the County of Jefferson, State of Iowa, in favor of Nellie B. Hunt and against the property of Winfred T. Ball, Harry I. Ball, and Harry McWhirter, Admr. de bonis non with the will annexed of the estate of Marion Tracy, deceased, towit: Lot two (2), and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Iowa. or as much thereof as may be necessary to satisfy said writ of execution and all accruing costs. Herbert F. Goodale, Sheriff of Jefferson County, Iowa By Thomas Howell, Deputy Dated at the Sheriff's office, Fairfield, Iowa, October 25th, 1941. George C. Van Nostrand Plaintiff's Attorney State of Iowa, Jefferson County, ss. I, A. Joe Kelly, publisher of THE BATAVIA NEWS, a weekly newspaper of general circulation, printed in the County of Jefferson, State of Iowa, do solemnly swear that the annexed notice Sheriff Sale has been printed in said newspaper 2 consecutive weeks, the last publication being in the issue of Nov. 6, 1941. A. Joe Kelly Subscribed by said A. Joe Kelly and sworn to before me this 10th day of Nov. 1941. W. S. Parkin Clerk of District Court (Seal) In and For Jefferson County Sheriff's Return State of Iowa Jefferson County ss I, Herbert F. Goodale, Sheriff of Jefferson County, Iowa, do hereby certify and return that I served the within notice of sale on Harry McWhirter, as Administrator de bonis non with the will annexed of the estate of Marion Tracy, deceased, on the 27th day of October, 1941, in Fairfield Township, Jefferson County, Iowa, by offering to read the same to him, which reading he waived, and by delivering to him personally a true and correct copy thereof. I further certify and return that I served the same on Winifred T. Ball on the 29th day of October, 1941, in Fairfield Township, Jefferson County, Iowa, by reading the same to her and by delivering to her personally a true and correct copy thereof. I further certify and return that I served the same on Harry I. Ball on the 29th day of October, 1941, in Fairfield Township, Jefferson County, Iowa, by reading the same to him and by delivering
to him personally a true and correct copy thereof.
Service \$1.00

Herbert F. Goodale, Sheriff \$1.30 Mileage By Thomas Howell Deputy Sheriff Posting Total

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Nellie B. Hunt, Plaintiff

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Winifred T. Ball, et al, Defendants Sheriff's Return of Sale Filed December 3, 1941 Recites:

* * * STATE OF IOWA, JEFFERSON

COUNTY, ss.

I, Herbert F. Goodale,
Sheriff of Jefferson County,
Iowa, hereby certify and return
that I received the annexed
execution on the 25th day of
October A.D. 1941, at 9:00

o'clock in the forenoon; that by virtue thereof, I did on the 25th day of October A.D. 1941, levy upon the property of the said Winifred T. Ball, Harry I. Ball, and Harry McWhirter, Admr. de bonis non with the will annexed of the estate of Marion Tracy, deceased, defendant therein described as follows, to-wit:

Lot two (2), and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition the the City of Fairfield,

And after making said levy I gave four weeks' notice of the time and place of selling said property, by posting up printed notices thereof in three public places within my county---one of which was at the place where the last District Court was held, and by causing two publications of said notice to be made in the Batavia News a newspaper printed at Batavia, Iowa in said County of Jefferson immediately before said sale.

That on the 29th day of October 1941, twenty days before said sale, I served the said Winifred T. Ball and Harry I. Ball who were in actual possession of said real property, with written notice, stating that I had levied on said real property by virtue of this execution, and mentioning the time and place of said sale, a copy of which is hereto attached, and marked "Exhibit A" and made a

part of this return.

I further certify and return, that in pursuance of said notice I did on the 1st day of December A.D. 1941, at 11:00 o'clock A.M. of said day, that beng the time appointed for said sale, at the Front door of the Court House, in Fairfield, Iowa, expose to sale at public auction the property aforesaid to the highest and best bidder for cash, and then and there offered said above described real estate in the least legal subdivisions and received no bid therefore, I then offered said property in a body and sold the same to Nellie B. Hunt for the sum of Five Thousand Four Hundred and no/100 - - DOLLARS, she being the highest and best bidder therefor, who then and there paid me the sum of Five Thousand Four Hundred and no/100 ---- DOLLARS, bid by her whereupon I executed to the said Nellie B. Hunt a certificate of sale in due form of law for the above described real estate, and that I have said moneys now in court to render unto the said Judgement Creditor as by this write commanded.

Herbert F. Goodale Sheriff of Jefferson County, Iowa. By Thomas Howell, Deputy.

Nellie B. Hunt, Plaintiff

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VS

Winifred T. Ball, et al, Defendants Special Execution Filed December 3, 1941 Recites:

* * * Whereas Nellie B. Hunt, plaintiff, filed a petition for foreclosure of a certain Mortgage against Winifred T. Ball, Harry I. Ball, and Harry McWhirter, Admr. de bonis non with will annexed of the estate of Marion Tracy, deceased, and whereas, the Court on October 24,

1941, rendered judgment against Winifred T. Ball and Harry I. Ball

and in rem against the hereinafter described real estate.

You are hereby commanded that the following described real

estate, situated in Jefferson County, Iowa, to-wit:

Lot two (2), and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Iowa, or so much thereof as may be necessary, by levy and sale, be made for the sum of \$5774.51. (Seal)

W. S. Parkin, Clerk

Sheriff's Return on Execution

By virtue of the Special Execution directed by the Clerk of the Court, I, the undersigned, on the 25th day of October, 1941, did levy on the following described real estate:

Lot two (2), and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Iowa, and after said levy and previous to offering the same for sale, I gave 4 weeks notice of the time and place of said sale, by posting up in three public places in said county, one of which was the place where the last term of the District Court was held, and two public places in the county, and also publishing said notice once each week for 4 weeks in the Batavia News and by serving notice on Winifred T. Ball and Harry I. Ball.

Herbert F. Goodale Sheriff of Jefferson County, Iowa By Thomas Howell, Deputy.

Herbert F. Goodale, Sheriff of Jefferson County

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Nellie B. Hunt

Sheriff's Deed Dated December 21, 1942 Filed December 22, 1942 Book 98, page 264 Recites:

* * * This Indenture made this 21st day of December, 1942 between Herbert F. Goodale, Sheriff of Jefferson County, Iowa, first part and Nellie B. Hunt of Jefferson County, Iowa, second part.

Whereas by virtue of a Special execution directed to Herbert F. Goodale the then acting Sheriff of Jefferson County, Iowa, dated October 24th, 1941, and issued out of the Clerk's Office of the District Court and upon judgment rendered in said District Court on October 24, 1941 in favor of Nellie B. Hunt and against Winifred

T. Ball and Harry I. Bell, In Rem.

Sheriff as aforesaid did on the 25th day of October, 1941 levy on the real estate hereinafter described as the property of Winifred T. Ball and Harry I. Ball, defendants, to satisfy the execution and, whereas, the said Herbert F. Goodale, Sheriff, as aforesaid gave 4 weeks' notice of the time and place of selling real estate under execution by posting up printed notices thereof at three places in said Jefferson County, one of which was at the Court House in Fairfield, Iowa, where the last District Court was held, and by causing two publications of said notice to be made in the Batavia News.

And the Sheriff does hereby sell and convey unto Nellie B.

Hunt, the following described real estate:

Lot 2 and the North 10 feet of Lot 3 in Lincoln Terrace Addition to the City of Fairfield, Iowa. Sale record appearing in Docket 8, page 305.

Acknowledged by Herbert F. Goodale, Sheriff of Jefferson County, Iowa, December 21, 1942 before W. S. Parkin, Clerk of the District Court in and for Jefferson County, Iowa.

Wm. W. Simmons

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to

The Public

Affidavit
Filed October 7, 1946
Recorded in Affidavit Record
7, page 342
Recites:
STATE OF IOWA) ss.

I, Wm. W. Simmons, first being duly sworn on oath, de-

pose and say: That I am a resident of Fairfield, Jefferson County, State of Iowa; that my postoffice address is Fairfield, Iowa That I am well, personally and intimately acquainted with the following described real estate, situated in Jefferson County, State of Iowa, to-wit:

The North fifty-three feet and six inches of Lot Three (3), except the North ten feet thereof, of Lincoln Terrace Addition to the City

of Fairfield, Jefferson County, Iowa

and I have known the same continuously, together with the parties in possession thereof under claim of ownership for twenty years last past.

That E. B. Turner is now in complete possession of all of said real estate, and the present owner of record thereof, and this affiant says on oath, that said present owner and possessor has by himself and his grantors of record immediate and remote, held the chain of title to all of said real estate, and the absolute possession thereof continuously since the first day of January, 1930, which I know from my personal knowledge of said real estate during all of the period of time since said date.

This affidavit is made in compliance with the provisions of Section

No. 614.17 of the 1946 Code of Iowa.

Wm. W. Simmons

Subscribed in my presence and sworn to before me by Wm. W. Simmons this 7th day of October, 1946.

Irma Vannatta

(L.S.) Notary Public in and for said County.

STATE OF IOWA, JEFFERSON COUNTY, ss.

I, the undersigned, being the County Recorder of said County, do hereby certify that the affidavit recorded upon this page was filed by the owner in possession of said real estate as named in said affidavit. Witness my hand this 7th day of October, 1946.

Virginia R. Oliver Recorder of Jefferson County, Iowa.

Nellie B. Hunt. widow and unmarried

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to

Mary B. Hunt

Warranty Deed Dated December 30, 1953 Filed December 31, 1953 Book 118, page 66 Conveys:

Lot two (2) and the North ten feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Iowa. Revenue stamps affixed and

cancelled.

Duly acknowledged by grantor on December 30, 1953 before Wm. W. Simmons, Notary Public in and for Jefferson County, Iowa. (L.S.)

Mary B. Hunt by Harvey L. Hunt, attorney in fact

to

Parsons College, Fairfield, Iowa

Contract Dated July 6, 1962 Filed July 17, 1962 Book 129, page 515 Recites:

Seller agrees to convey to Buyer, the following described real estate in Jefferson County, Iowa:

Lot 2 and the North 10 feet of Lot 3. Lincoln Terrace

Addition to the City of Fairfield, Iowa.

Purchase price being \$20,000.00, of this price \$2000.00 is paid upon the signing of this contract and remainder of \$18,000.00 shall be paid upon delivery of merchantable abstract and warranty deed.

Seller agrees to pay all taxes and special assessments for the year 1961 due in 1962 and Seller is to pay first half of 1962 taxes due in 1963 based on 1961 taxes.

Parsons College, an Iowa Corporation Mary B. Hunt R. N. Hoerner, ch. of Board of Trustees By Harvey L. Hunt Ward L. Hunt, sec'y. of Board of Trustees

Duly acknowledged on July 9th, 1962 by Harvey L. Hunt before F. Jean Boldt, Notary Public in and for Jefferson County, Iowa. (IS)

Corporate acknowledgment on July 9th, 1962 by R. N. Hoerner, chairman of Board of Trustees and Ward L. Hunt, secretary of Board of Trustees. before F. Jean Boldt, Notary Public in and for Jefferson County, Iowa. (IS) Also Corporate Seal.

We find no Judgments in the District Court of Jefferson County, Iowa, within the ten years last past, affecting the title to the premises described in the caption hereof.

The land described in the caption of this Abstract may or may not be subject to the provisions of Chapter 148 of the 56th General Assembly of the State of Iowa and future amendments thereto which is relative to controlled access facilities regarding highways, and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly.

No Suits Pending.

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

Taxes for the year 1961 due in 1962, Paid in Full

No delinquent Personal Taxes.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments.

State of Iowa, Jefferson County, ss:

We hereby Certify, That the foregoing is a full, complete and correct Abstract of Title to real estate described in the caption hereof, as the same appears of record or on file in said county, from the Original Entry, down to this. 20th. day of ... September....., 1962. at .9:00...o'clock....4....M.

Dated at Fairfield, Iowa, this ... 20thday of September,

Examiners of Titles

1962.

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

* * * * * * * * * * * * * * * *

Mary B. Hunt, a single woman

to

Parsons College

1-

Warranty Deed
Dated September 12, 1962
Filed September 22, 1962
Book 132, page 369
Conveys:

Lot Two (2) and the North 10 feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa. Revenue stamps affixed and can-

celled in the sum of \$22.00.

Duly acknowledged by Mary B. Hunt, a single woman on September 12th, 1962 before Anne Wedell, Notary Public in and for Milwaukee County, Wisconsin. (LS).

Arthur G. Jordan

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to

The Public

Affidavit Dated September 21, 1962 Filed September 22, 1962 Book 10 at page 1 Recites:

STATE OF IOWA, Jefferson County, ss. I. Arthur G. Jordan, first being duly sworn on oath, depose and say: That I am a resident of Jefferson

County, State of Iowa; that my postoffice address is Fairfield, Iowa That I am well, personally and intimately acquainted with the following described real estate, situated in Jefferson County, State

of Iowa, to-wit: Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Iowa,

and I have known the same continuously, together with the parties in possession thereof under claim of ownership for thirty years last

That Mary B. Hunt is now in complete possession of all of said real estate, and the present owner of record thereof, and this affiant says on oath, that said present owner and possessor has by himself and his grantors of record immediate and remote, held the chain of title to all of said real estate, and the absolute possession thereof continuously since the first day of January, 1930, which I know from my personal knowledge of said real estate during all of the period of time since said date.

This affidavit is made in compliance with the provisions of Section

No. 614.17 of the 1962 Code of Iowa.

Arthur G. Jordan

Subscribed in my presence and sworn to before me by Arthur G. Jordan this 21st day of September, 1962.

Scott Jordan, Notary Public in and

for said County.

STATE OF IOWA, Jefferson COUNTY, ss.

I, the undersigned, being the County Recorder of said County, do hereby certify that the affidavit recorded upon this page was filed by the owner in possession of said real estate as named in said affidavit as shown by the records.

Witness my hand this 22nd day of September, 1962
Virginia R. Oliver, Recorder of Jefferson County, Iowa.

Parsons College, an Iowa Corporation

to

JEFFERSON COUNTY SAVINGS & LOAN ASSOCIATION

Mortgage Dated September 14, 1962 Filed September 22, 1962 Book 84, page 276 Conveys:

Lot 2 and the North 10 feet of Lot 3, Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Given to secure payment in the sum of \$15,000.00 with interest at

6%, being payable in monthly installments of \$127.00 beginning 1st of October, 1962.

(Corporate Seal)

PARSONS COLLEGE, an Iowa Corporation By R. N. Hoerner, Chairman of Board of Trustees

Attested by: Ward L. Hunt, Secretary of Board of Trustees

Corporate acknowledgment given on September 14, 1962 by R. N. Hoerner and Ward L. Hunt as Chairman and Secretary of the Board of Trustees of said corporation before John W. Smith, Notary Public

Parsons College

to

The Public

Amendment and Renewal of
Articles of Incorporation
Dated June 1, 1957
Filed July 26, 1957
Book 120, pages 612-620
Recites:
Article I. The name by which
this corporation is and shall be
known is Parsons College.

Article IV. The College shall be under the management, direction and government of 41 trustees who shall constitute

the membership of the corporation.

Article V. The officers of the corporation shall be a chairman, one or more vice chairmen, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, with powers and duties as set forth and limited in these Articles of Incorporation and the By-laws which may be from time to time adopted.

The vice chairmen and other assistant officers shall have full power and authority to act in the absence of inability to act of the chairman and other officers respectively.

Article VII. Said Parsons College shall endure for fifty

years.

Section 2. The Trustees of Parsons College may acquire, receive, hold, possess and may mortgage, rent, sell and convey all levies, goods, money and chattels of all kind which have been given or otherwise acquired by and for the use of the

college.

Section 3. All deeds of conveyance, mortgages or other instruments relating to the conveyance, mortgaging or encumbering of real estate shall be signed on behalf of the college by the chairman of the Board of Trustees and shall be under the corporate seal attested by the Secretary or an Assistant Secretary.

We find no Judgments in the District Court of Jefferson County, Iowa, within the ten years last past, affecting the title to the premises described in the caption hereof.

The land described in the caption of this continuation may or may not be subject to the provisions of Chapter 148 of the 56th General Assembly of the State of Iowa and future amendments thereto which is relative to controlled access facilities regarding highways and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly.

No Suits Pending.

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

Taxes for the year. 1961, paid in full.

No delinquent Personal Taxes.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments.

STATE OF IOWA, Jefferson County, ss:

We hereby Certify, That the foregoing is a full, complete and correct Continuation of Abstract of Title to real estate described in the caption hereof, as the same appears of record

September 30.62

or on file in said county, from the 20th day of September , 19 62, at 9:00 o'clock. A. M., down to this 22nday of September , 19 62,

at 10:30 o'clock A. M.

Dated at Fairfield, lowa, this 22nd day of September

19 62.

graden and Jordan EXAMINERS OF TITLES

CONTINUATION OF ABSTRACT OF TITLE

to

Lot Two (2) and the NorthTen (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson Co nty, Iowa.

Across the face of Mortgage Record 84, page 276, now

appears the following:

"This mortgage is released of record this 18th day of December, 1962, by authority of the Board of Directors of the Jefferson County Savings & Loan Ass'n. Signed Jefferson County Savings & Loan Ass'n by R. C. Norman, Secretary.

Release of this instrument was executed in my presence by R. C. Norman who is Secretary of the corporation therein

mentioned.

Attest: Virginia R.Oliver, Recorder, by Madeline Harris, Deputy."

Parsons College, Inc.

to

2-

Jefferson County Savings & LoanAssociation

Mortgage
Dated December 18, 1962
Filed December 19, 1962
Book 84, page 362
Conveys: Lot Two (3), and the
North Ten (10) feet of Lot Three
(3), Lincoln Terrace Addition
to the City of Fairfield,
Jefferson County, Iowa.

Given to secure payment of \$16,500.00 with interest at 6% in monthly installments of \$140.00 beginning Jan. 2, 1963.

Duly acknowledged by corporate acknowledgement on December 18, 1962, by R. N. Hoerner, Chairman of Board of Trustees, and Milford E. Hughes, Asst. Secretary of Board of Trustees of said corporation, before F. Jean Boldt, Notary Public, Jefferson County, Iowa. Seal affixed.

Corporate seal affixed.

We find no Judgments in the District Court of Jefferson County, Iowa, within the ten years last past, affecting the title to the premises described in the caption hereof.

The land described in the caption of this continuation may or may not be subject to the provisions of Chapter 148 of the 56th General Assembly of the State of Iowa and future amendments thereto which is relative to controlled access facilities regarding highways and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly.

No Suits Pending.

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

Taxes for the year. 1961 - Paid in Full.

No delinquent Personal Taxes.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments.

STATE OF IOWA, Jefferson County, ss:

We hereby Certify, That the foregoing is a full, complete and correct Continuation of Abstract of Title to real estate described in the caption hereof, as the same appears of record

or on file in said county, from the 22nd day of September , 1962,

at 10:30 o'clock A. M., down to this 19th day of December , 1962,

at 2:00 o'clock P. M.

Dated at Fairfield, Iowa, this 19th day of December

1962

Juden and Juden.

CONTINUATION OF ABSTRACT OF TITLE

TO

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Made for Parsons College, Inc.

The Mortgage given by Parsons College, Inc. to Jefferson County

1- Savings and Loan Association, dated December 18, 1962, filed

December 19, 1962, appearing in Book 84 at page 362 of the records

of the Jefferson County Recorder, remains unreleased of record.

Parsons College, an Iowa Corporation

2-

to

The Public

Articles of Incorporation
For the Amendment, Renewal
and Reincorporation of
Parsons College
Dated October 3, 1963
Filed November 16, 1963
Book 133, page 440
Recites:

We, whose names are hereunto subscribed, being Trustees of

Parsons College and a majority of whom are citizens of the State of Iowa, do hereby form ourselves into a body corporate in conformity to Chapter 504 of the Code of Iowa, 1962, with all the rights, powers and privileges granted and conferred by existing laws of the State of Iowa; and we do adopt and declare the following Articles of Reincorporation for the purpose of amending, renewing extending, and reincorporating Parsons College.

Article I. The name by which the Corporation is and shall be known as PARSONS COLLEGE.

Article II. The location of its principal office and the place for the transaction of its business and the conduct of its educational operations shall be in the City of Fairfield, in the County of Jefferson, in the State of Iowa. The Corporation may have such otheroffices either within or without the State of Iowa as the business of the Corporation may from time to time require.

Section Two. All deeds of conveyance, mortgages, or trust deeds relating to the conveyance, mortgaging or encumbering of real estate shall be signed on behalf of the Corporation by the Chairman or Vice-Chairman of the Board of Trustees and shall be under the corporate seal attested by the Secretary or an Assistant Secretary of the Board of Trustees.

3-

to

Continental Illinois National
Bank and Trust Company of
Chicago

Trustee

Indenture of Mortgage
and Deed of Trust
Dated May 15, 1965
Filed June 14, 1965
Book 85 on page Document # 6
Filed in Chattel Mortgage Index
#15 this 14th day of June, 1965.
Given to secure the payment

of bonds in the aggregate principal amount of \$5,200,000 with interest at 6%.

The final series of bonds to become due May 15, 1979.

Provision for the appointment of a receiver appears in this Indenture. Said Indenture of Mortgage covers the following described real estate, situated in the County of Jefferson, State of Iowa:

SCHEDULE A

Parcel 1

Block Two in Oakland Addition to City of Fairfield, Iowa. Parcel 2

Block Three in Oakland Addition to City of Fairfield, Iowa.
Parcels 1 and 2 are subject, however, to a lease made and entered into by and between the College and the City of Fairfield, Iowa on the following described real estate:

Commencing at the Southeast corner of Lot 4, Block 3, Oakland Addition to the City of Fairfield, Iowa, thence West 45 feet 8 inches, thence due North 162 feet 6 inches, thence East 195 feet 7 inches, thence South 162 feet 6 inches to the north line of Merrill Street, thence West to the place of beginning and being a part of Blocks 2 and 3, Oakland Addition to the City of Fairfield, Iowa, and also a part of abandoned street running north and south between said blocks, all in the City of Fairfield, Iowa.

said lease being for a Municipal Swimming Pool and running for 50 years from 19 with the option to renew for a period of 50 years provided the pool is in a useable condition. This lease is recorded in Book 114 at page 552 of the records of Jefferson County, Iowa. Also subject, however, to an Addenda to Lease on the following described real estate:

Commencing at the Southeast corner of Lot 3, Block 2, Oakland Addition to the City of Fairfield, Iowa, thence West 56.4 feet, thence due North 44 feet, thence East 196.7 feet to the West line of North Main Street in the City of Fairfield, Iowa, thence South 44 feet to the North line of Merrill Street in said City, thence West to the place of beginning, and being a part of Block 2, Oakland Addition to the City of Fairfield, Iowa,

said land to be used for a parking lot and said Addenda to Lease to run concurrently with the original lease and for the same period of time. (Addenda to Lease amends an error made in the original description and makes said description correct.) The above described property is also subject to a lease given by the College to said City, for the Trustee Gynmasium for facilities for the Municipal Swimming Pool located adjacent thereto and said lease is to run for a period of 5 years beginning 7-24-51, subject to renewal.

Block Four in Oakland Addition to City of Fairfield, Iowa. (Lot 4 in Block 4, Oakland Addition, subject to road easement.)

Parcel 4

The North half of the Northwest quarter of the Northwest quarter of Section 25, Township 72 North, Range 10 West 5th P. M., Jefferson County, Iowa. Also known as Block 15, Centennial Addition.

Parcel 5

The South 20 acres of the West half of Southwest Quarter of Section 24, Township 72, Range 10, Jefferson County, Iowa.

Except the following described tract owned by Iowa-DesMoines
National Bank, as trustee, being the property leased to the College
described in Schedule C:

A certain tract of land in the South half of the Southwest quarter of the Southwest quarter of Section 24, Township 72 North, Range 10 West, Jefferson County, Iowa, being owned by the College, said tract of land containing 1.5 acres moreor less and being more particularly described as follows:

Start at the Southwest corner of said Section 24; thence East 16.5 feet to the centerline of Highway No. 1; thence North 460 feet to center line Station 1604+60, said point being the point of beginning.

Thence East a distance of 325 feet to a point; Thence North a distance of approximately 200 feet to a point in the North line of said South half of the Southwest quarter of the Southwest quarter of Section 24, Township 72, Range 10;

Thence Westerly along said North line a distance of 325 feet to a point on the centerline of Highway No. 1;

Thence South along said centerline a distance of approximately 200 feet to the point of beginning.

Said Parcel is subject to Highway right-of-way.

Parcel 6

Commencing at the Southeast corner of Block 17 of the Centennial Addition to the City of Fairfield, Iowa, thence West 521.08 feet more or less to the land conveyed by the College to Fairfield Armory Corporation, thence North 443 feet, thence West 337 feet to the East line of the C. R. I. & P. Railway right-of-way, thence northerly along the East line of said right-of-way 18.8 feet more or less to the Northwest corner of Block 16, Centennial Addition to the City of Fairfield, Iowa, thence East 878.5 feet, to the Northeast corner of said Block 16, thence South 461.8 feet to the place of beginning, and being subject to streets and highways and being parts of Blocks 16 and 17, Centennial Addition to the City of Fairfield, Jefferson County, Iowa.

Parcel 7

Block 18 of Centennial Addition to City of Fairfield, Jefferson County, Iowa, except the West 110 feet thereof and except 22 feet on the South side thereof used for street purposes.

All that part of the East half of the Southeast quarter of Section 23, Township 72 North Range 10 West, lying East and South of the right-of-way of the Chicago, Rock Island & Pacific Railway Company, and containing 30 acres more or less, in Jefferson County, Iowa. (Subject to easement to Jefferson County for road purposes.)

Parcel 9

The East 28 rods of the South 14 acres of the following described tract, to-wit: Beginning at the Northeast corner of the West half of the Southwest Quarter of Section 24, Township 72 North, Range 10 West, thence South 30.10 chains to a stone, thence West 20.06 chains to a stone in the road, thence North 21.25 chains to an iron spike in the road and on the South line of the right-of-way of the Chicago, Rock Island & Pacific Railway Company, thence North 35° East 11.12 chains to a stake, thence East 13.56 chains to the place of beginning, containing 57.50 acres, more or less. (Subject to existing highways. Also subject to mineral rights reserved by Fred W. McClain).

Parcel 10

The North 4 acres of the South 21 acres of the following described tract to-wit: Beginning at the NE corner of the W1/2 of the SW1/4 of Section 24, Township 72, Range 10 West, thence South 30.10 chains to a stone, thence West 20.06 chains to a stone in the road, thence North 21.25 chains to an iron spike in the road and on the South line of the right-of-way of the Chicago, Rock Island and Pacific Railroad Company, thence North 35° East 11.12 chains to a stake, thence East 13.56 chains to the place of beginning, containing 57.50 acres, more or less, subject to existing highways. The North 3 acres of the South 17 acres of the following described tract to-wit: Beginning at the NE corner of the W2 of the SW4 of Section 24, Township 72, Range 10 West, thence South 30.10 chains to a stone, thence West 20.06 chains to a stone in the road, thence North 21.25 chains to an iron spike in the road and on the South line of the right-of-way of the Chicago, Rock Island and Pacific Railroad Company, thence North 35° East 11.12 chains to a stake, thence East 13.56 chains to the place of beginning, containing 57.50 acres more or less, subject to existing highways.

Parcel 11

The South 14 acres of the following described tract, to-wit: Beginning at the Northeast corner of the W½ of the SW¼ of Section 24, Township 72 North, Range 10 West, thence South 30.10 chains to a stone, thence West 20.06 chains to a stone in the road, thence North 21.25 chains to an iron spike in the road and on the South line of the right-of-way of the Chicago, Rock Island and Pacific Railroad, thence North 35° East 11.12 chains to a stake, thence East 13.56 chains to the place of beginning, containing 57.50 acres, but excepting the following described tracts, to-wit: A tract in the SW corner thereof, being 6 rods North and South and 26.66 rods East and West and containing 1 acres, more or less, heretofore conveyed by Catharine Lewis, et al to Opal Irene Allender Wilson, by deed recorded in Deed Record 93, page 73, and except the East 28 rods of the South 14 acres of said above described tract, heretofore deeded to Parsons College, Inc.

A piece of ground 6 rods North and South and 26.66 rods East and West out of the Southwest corner of the following tract to-wit: Beginning at the Northeast corner of the West Half of the Southwest Quarter of Section 24, Township 72 North of Range 10 West, thence South 30.10 chains to a stone; thence West 20.06 chains to a stone in the road, thence North 21.25 chains to an iron spike in the road, and on the South line of the right-of-way of the Chicago, Rock Island and Pacific Railroad, thence North 35° East 11.12 chains to a stake, thence East 13.56 chains to the place of beginning, containing 57.50 acres more or less. Subject to existing highways.

Parcel 13

All of the Northwest Quarter of the Southwest Quarter of Section 24, Township 72 North, Range 10 West of the 5th P. M., Jefferson County, Iowa, lying South and East of the right-of-way of the Chicago, Rock Island and Pacific Railroad except a tract of land of approximately 11.5 acres in the Northwest part of the above described tract heretofore conveyed to Albert E. Baker and wife by deed dated June 1, 1953 and recorded in Deed Record 115 at page 361, and as shown on Plat and Survey filed May 20, 1953 in Misc. Record 117 at page 256 and also except a parcel of land of 4 acres in the South part of the above described tract heretofore conveyed to Vern H. Peebler and Mary J. Peebler, husband and wife, by deed dated December 28, 1954, and recorded in Deed Record 119, at page 123, of Jefferson County, Iowa Recorder's Office; and subject to existing highways and easements therefor.

Also except the following described tracts:

(a) Part of the Northwest quarter of the Southwest Quarter of Section 24, Township 72 North, Range 10 being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 24, thence West along the North line of said Northwest Quarter of the Southwest quarter, for a distance of 753 feet; thence South for a distance of 230 feet to the point of beginning of thefollowing described tract known as Parcel No. 4; thence continuing South for a distance of 876.5 feet; thence East for a distance of 100 feet; thence North a distance 876.5 feet; thence West a distance of 100 feet to the point of beginning;

(b) Commencing at the Northeast Corner of the Northwest Quarter of the Southwest Quarter, Section 24, Township 72 North, Range 10 West, thence South along the East line of the Northwest Quarter of the Southwest Quarter, Section 24, Township 72 North, Range 10 West, 230 feet; thence West to the City Limits line, 753.0 feet, thence North along the City Limits line to a point on the Quarter Section line of the Southwest Quarter of Section 24, 230 feet, thence East along the Quarter Section line of the Southwest Quarter of Section 24, 753 feet to the point of beginning;

(c) All that land in the Southwest Quarter of the Northwest Quarter of Section 24, Township 72 North, Range 10 West, lying South of the Right of Way of the C. R. I. & P. Railroad.

A part of Lot 9 of Robert's Sub-division of Block 20 of Centennial Addition and a part of Blocks 16 and 17 of Centennial Addition to the City of Fairfield, Iowa described as follows: Beginning 730.7 feet North and 547 feet West of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 26, Township 72 North, Range \$0 West, which is a point on the North line of Carpenter Street, thence North 128.48 feet, thence East 29 feet, thence North 253.8 feet for a point of beginning, thence North 83° 22' West 356.2 feet, thence North 6° 30' East 149.0 feet, thence East 337 feet, thence South 189.2 feet to the point of beginning.

Parcel 15

A tract of land lying partly in the west half of Section 24, Township 72 North, Range 10 West of the Fifth P. M. and partly in Block 13, Centennial Addition to the City of Fairfield, Iowa, all in Jefferson County, Iowa.

Begin at the center of said Section 24: Thence south along the east side of the west half of said Section 24 a distance of 1321.0

feet to a point marked by an iron pipe;

Thence south 89° 35' west along an existing fence line a distance of 780.2 feet to a point marked by an iron pipe for a point of beginning;

Thence south 10° 01' west a distance of 523.1 feet to a point marked

by an iron pipe;

Thence south 35° 50' west a distance of 525.0 feet to a point marked by an iron pipe; Thence south 00° 09' west a distance of 392.5 feet to a point in the south line of said Section 24 (also being the north line of Block 13 Centennial Addition) marked by an iron pipe;

Thence south 00° 12' west a distance of 667.6 feet to a point in

the south line of said Block 13 marked by an iron pipe;

Thence south 89° 38' west along the south line of said Block 13 a distance of 150.0 feet to a point in the southwest corner of said Block 13 marked by an iron pin;

Thence north 00° 12' east along the west line of said Block 13 a distance of 667.7 feet to a point in the northwest corner of said Block 13 and also being the southwest corner of the southeast quarter of the southwest quarter of said Section 24 marked by an iron pipe;

Thence North 00° 09' North along the west side of the East half of the Southwest quarter of Section 24 a distance of 2230.1 feet to an iron pipe thence North 89° 35' east a distance of 545.9 feet to a point marked by an iron pipe; thence South 00° 09' West a distance of 900.0 feet to the point of beginning; being 23.793 acres more or less.

4-

A part of Block 92 of the Centennial Addition to the City of Fairfield, Iowa, described as follows: Beginning at the Southeast corner of Lot 5, in Block 8, Broadway Park Sub-division of parts of Blocks 92, 93, 95 and 99 of Centennial Addition to the city of Fairfield, Iowa, thence south to the north line of East Burlington Street in said city, thence West 100 feet, thence North to the South line of Block 8 in said Broadway Park Sub-division; thence East to the place of beginning; and the South 11 feet of Lots 4 and 5, in Block 8, of Broadway Park Sub-division to the city of Fairfield, Iowa, except the West 23.25 feet thereof, situated in Jefferson County, Iowa.

Parcel 1 is subject to an agreement that until January 1st, 1985, it may not be used for a Fraternity or Sorority House, or a rooming house or dormitory, for multiple dwelling or for any commercial purpose, enforceable by a right of re-entry for condition broken.

It is also subject to a mortgage to United Federal Savings and Loan Association of DesMoines, a corporation, dated December 18, 1962, filed January 11, 1963, appearing in Book 75 at page 328, in the sum of \$32,000.00.

Parcel 2

North Half of Lot 6 in Block 5, Oakland Addition to the City of Fairfield, Jefferson County, Iowa.

Parcel 2 is subject to a mortgage to United Federal Savings and Loan Association of DesMoines, dated August 5, 1964, filed August 6, 1964, appearing in Book 75 at page 387, in the sum of \$3,000.00.

Parcel 3

All that part of Block Ninety-two (92) of Centennial Addition to the City of Fairfield, Iowa, lying South of Broadway Park Subdivision to the City of Fairfield, Iowa, and excepting, however, the East One Hundred (100) feet thereof.

Parcels 3 and 9 are subject to a mortgage to United Federal Savings and Loan Association of DesMoines, a corporation, (on that Parcel and other real estate) dated November 16, 1962, filed November 21, 1962, appearing in Book 75 at page 321, in the sum of \$16,500.00.

Parcel 4

The East one-half of Lot Two (2) in Block Five (5) Oakland Addition to the city of Fairfield, Jefferson County, Iowa.

Parcel 4 is subject to a mortgage to United Federal Savings and Loan Association of DesMoines, dated August 5, 1964, filed September 10, 1964, appearing in Book 75 at page 430, in the sum of \$13,000.00

Parcel 5

The South half of Lot Three (3), Block Five (5), of the Oakland Addition to the City of Fairfield, Jefferson County, Iowa.

Parcel 5 is subject to a mortgage to United Federal Savings and Loan Association of DesMoines, dated August 5, 1964, filed August 6, 1964, appearing in Book 75 at page 390, in the sum of \$4,500.00.

A part of Block Fifty-three (53) Centennial Addition to the City of Fairfield, Iowa, consisting of a part of the Northeast quarter of the Northwest quarter of Section 36, Township 72, Range 10 and described as follows: Commencing at the Southwest corner of the Northeast quarter of the Northwest quarter of Section 36, Township 72, Range 10; thence east 33 feet for the place of beginning; thence North 321.75 feet; thence Southeasterly on a curve along the East line of the present concrete driveway and through a point 50 feet East and 17.2 feet South of the Northwest corner, also through a point 90 feet East and 60 feet south of said Northwest corner and to a point 106.1 feet East and 79.8 feet south of the Northwest corner; thence south 87 degrees 26 minutes; East 116.1 feet; thence South 76 degrees 48 minutes East 235.6 feet; thence South 180.75 feet to the South line of the Northeast quarter of the Northwest quarter of Section 36, Township 72, Range 10; thence West 501.5 feet to the place of beginning.

Parcel 6 is subject to a mortgage to United Federal Savings and Loan Association of DesMoines, dated February 14, 1964, filed February 21, 1964, appearing in Book 75 at page 373, in the sum of \$25,700.00.

Parcel 7

All that part of Block 84, Centennial Addition to the City of Fairfield, Iowa, which lies South of the South line of East Burlington Street in said city as now used, and North of an extension of the North line of East Washington Street in said city.

Parcel 7 is subject to a mortgage to United Federal Savings and Loan Association of DesMoines, dated June 20, 1963, filed June 24, 1963, appearing in Book 75 at page 354, in the sum of \$26,000.00.

Parcel 8

A part of Block 91 of the Centennial Addition to the City of Fairfield, Jefferson County, Iowa, described as follows: Commencing at a point on the East line of H Street 193 feet South and 24 feet and 9 inches East of the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 72 North, Range 10 West, and running thence East 9 rods, thence South 4 rods, thence West 9 rods, thence North 4 rods to the place of beginning.

Parcel 8 is subject to a mortgage to United Federal Savings and Loan Association of DesMoines, dated February 26, 1963, filed February 28, 1963, appearing in Book 75 at page 336, in the sum of \$13,300.00.

Parcel 9

Lots 1, 2 and 3, Block 8, Broadway Park Sub-division to the City of Fairfield, Jefferson County, Iowa, except a part of Lots 1 and 2 in Block 8, Broadway Park Sub-division described as follows: Beginning at the Northwest corner of Lot 1, Block 8, Broadway Park Sub-division to the City of Fairfield, Iowa, thence running East 100 feet, thence South 120 feet, thence West 100 feet, thence North 120 feet to the point of beginning.

Parcel 10

Lot One (1) in Block Five (5) of Oakland Addition to the City of Fairfield, Iowa, the same being 132 feet north and south and 140.3 ft. east and west as shown by the recorded plat of same.

Parcel 10 is subject to a mortgage to Jefferson County Savings and Loan Association, dated December 18, 1962, filed December 19, 1962, appearing in Book 84 at page 355, in the sum of \$14,000.00.

Lot Two (2) and the North 10 feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Parcel 11 is subject to a mortgage to Jefferson County Savings and Loan Association, dated December 18, 1962, filed December 19, 1962, appearing in Book 84 at page 362, in the sum of \$16,500.00.

Parcel 12

The North half (N_2^1) of Lot Three (3), except the West Ninety-five (95) feet thereof, and the West half (W_2^1) of Lot Two (2), all in Block Five (5), Oakland Addition to the City of Fairfield, Jefferson County, Iowa.

Parcel 12 is subject to a mortgage to Jefferson County Savings and Loan Association, dated December 18, 1962, filed December 19, 1962, appearing in Book 84 at page 361, in the sum of \$16,500.00.

Parcel 13

A part of Block 23 of Henn, Williams & Company's Addition to the City of Fairfield, Jefferson County, Iowa, described as follows, to-wit: Commencing at a point 66 feet South of the Northeast corner of said Block, thence West 140½ feet to the center line of said Block, thence South 66 feet, thence East 140½ feet to the East line of said Block, thence North 66 feet to the place of beginning.

Parcel 13 is subject to a mortgage to Jefferson County Savings and Loan Association, dated December 18, 1962, filed December 19, 1962, appearing in Book 84 at page 360, in the sum of \$11,000.00.

Parcel 14

Lot Three (3) in Block Sixteen (16) of Henn, Williams and Company's Addition to the City of Fairfield, Jefferson County, Iowa. Parcel 14 is subject to a mortgage to Jefferson County Savings and

Loan Association, dated December 18, 1962, filed December 19, 1962, appearing in Book 84 at page 359, in the sum of \$13,500.00.

Parcel 15

The West 52 feet of Lot Four (4) and the East 29 feet of Lot Five (5) all in Block 10, New Plat, City of Fairfield, Jefferson County, Iowa.

Parcel 15 is subject to a mortgage to Jefferson County Savings and Loan Association, dated December 18, 1962, filed December 19, 1962, appearing in Book 84 at page 356, in the sum of \$12,000.00.

Parcel 16

Beginning at the Northwest corner of Lot 3, Block 6 of the Oakland Addition to the City of Fairfield, Iowa, thence east 95 feet, thence South 66 feet, thence West 95 feet, thence North 66 feet to the place of beginning, all being part of the North half of Lot 3, Block 6, Oakland Addition, Fairfield, Iowa.

Parcel 16 is subject to a mortgage to Jefferson County Savings and Loan Association, dated December 18, 1962, filed December 19, 1962, appearing in Book 84 at page 358, in the sum of \$9,000.00.

All of Lot 5, all of Lot 4, and all of Lot 3 except the North 10 feet thereof, all being in Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Parcel 17 is subject to a mortgage to Jefferson County Savings and Loan Association, dated December 18, 1962, filed December 19, 1962 appearing in Book 84 at page 353, in the sum of \$20,000.00.

Parcel 18

Lot Two (2), in Block One (1) in Oakland Addition to the City of Fairfield, Iowa.

The said Lot Two is subject to a mortgage to Jefferson County Savings and Loan Association, dated June 15, 1962, filed June 18, 1962, appearing in Book 84 at page 160, in the sum of \$12,200.00.

Also included in the above a Quit Claim Deed for Part of the East part of Block 14 of Centennial Addition to the City of Fairfield, Iowa, described as follows: Commencing at the point of intersection of the center line of Merrill Street and North Court Street, thence North 31.5 feet, thence West 41.25 feet, thence North 264 feet, thence west 140.25 feet to the place of beginning; thence 57.1 feet, thence north 14.7 feet, thence easterly 57.1 feet along a line extended westerly from North fence line (property line) of Evergreen Cemetery, thence South 15.4 feet to the point of beginning.

Above deed of record in Book 126, page 480.

Parcel 19

Lot One (1) in Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Parcel 19 is subject to a mortgage to Jefferson County Savings and Loan Association, dated December 18, 1962, filed December 19, 1962, appearing in Book 84 at page 363, in the sum of \$19,500.00.

Parcel 20

The West 95 feet of the North half of Lot 3 in Block 5 of Oakland Addition to the City of Fairfield, Iowa.

Parcel 20 is subject to a mortgage to Insurance Plan Savings & Loan Association, dated August 7, 1956, filed August 14, 1956, appearing in Book 78 at page 263, in the sum of \$11,000.00.

Parcel 21

Lot 6 in Block 17 in Henn, Williams & Company's Addition to the City of Fairfield, Jefferson County, Iowa.

Parcel 21 is subject to a mortgage to Insurance Plan Savings & Loan Association, dated July 29, 1958, filed August 2, 1958, appearing in Book 79 at page 204, in the sum of \$8,300.00.

Parcel 22

Lots 5 and 6 in Block 8 in Henn, Williams and Company's Addition to the City of Fairfield, Iowa, except 50 feet off the North side of said lots.

Parcel 22 is subject to a mortgage to Insurance Plan Savings & Loan Association, dated September 30, 1959, filed October 12, 1959, appearing in Book 79 at page 530, in the sum of \$6,525.00

Parcels 20, 21 and 22 are subject to an additional mortgage to Insurance Plan Savings & Loan Association, dated February 28, 1961, filed March 8, 1961, appearing in Book 75 at page 212, in the sum of \$77,000.00.

The following described leasehold estate in premises situated in the County of Jefferson, State of Iowa:

Leasehold estate and term of years expiring July 31, 1978, together with the option to purchase, created by Lease between Iowa-DesMoines National Bank, as trustee, and the College dated July 15, 1963 and demising for the term therein set forth the following described premises:

A certain tract of land in the South half of the Southwest Quarter of the Southwest Quarter of Section 24, Township 72 North, Range 10 West, Jefferson County, Iowa, formerly owned by the College, said tract of land containing 1.5 acres more or less and being more particularly described as follows:

Start at the Southwest corner of said Section 24; Thence East 16.5 feet to the center line of State Highway #1; thence North 460 feet to center line station #1604-60, said point being the point of beginning. Thence East a distance of 325 feet to a point; thence North a distance to approximately 200 feet to a point in the North line of said South one-half of the Southwest one-quarter of the Southwest one-quarter of said Section 24; thence westerly along said North line a distance of 325 feet to a point on the center line of State Highway #1; thence South along that center line a distance of approximately 200 feet to the point of beginning.

SCHEDULE D

The following described rights, including the right to obtain a deed to premises situated in the County of Jefferson, State of Iowa: The rights of the College under its Agreement with National Institutional Developers, Inc. dated September 17, 1964, including the right to operate certain dormitories for the latter's account and the right to obtain a special warranty deed to the following described parcels:

A. Commencing at the north east corner of Northwest quarter of Southwest quarter, Section 24, Township 72 North Range 10 West, thence west on quarter section line 753.0 ft. to the point of beginning, thence south 1106.5 feet parallel to east quarter, quarter section line, thence west 571.2 feet and parallel to the south quarter section line, to a point in center line of pavement, thence North 35 degrees 29' East along south R. O. W. line of the C. R. I. and P. R. R. 528.0 feet thence North 45 degrees 43' East 245.5 feet to a point on quarter section line of Southwest quarter of Section 24, thence east 88.9 feet on quarter section line to the point of beginning, containing 11.4 acres more or less, subject to Iowa State Highway No. 1 on the west side thereof.

B. Commencing at the Northwest corner of the Northwest Quarter of the Southwest quarter of said Section 24; thence West along the North line of said Northwest Quarter for a distance of 753 feet; thence South for a distance of 230 feet to the point of beginning of the following described tract known as Parcel No. 4; thence continuing South for a distance of 876.5 feet; thence East for a distance of 100 feet; thence North a distance of 876.5 feet; thence West a distance of 100 feet to the point of beginning.

t. All of the Jordaness Quarter of the Southwest Quarter of ofton 24, Township 12 Sorto, Range 13 West of the Fib to 20, Jeff

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dated June 1, 1953, and recorded in Deed Recordall5 at page 361, and as shown on Plat and Survey filed May 20, 1953 in Misc. Record 117 at page 256, and also except a parcel of land of 4 acres in the South part of the above described tract heretofore conveyed to Vern H. Peebler and Mary J. Peebler, husband and wife, by deed dated December 28, 1954, and recorded in Deed Recordall9, at page 123 of Jefferson County, Iowa Recorder's Office; and subject to existing highways and easements therefor.

D. All that land in the Southwest Quarter of the Northwest Quarter of Section 24, Township 72 North, Range 10 West lying South of the present right-of-way of the C. R. I. & P. Railroad as now relocated.

Said four parcels comprise 26.4 acres, more or less.

EXHIBIT "A"

This Exhibit fully sets out the legal description of the real estate purchased by Parsons College, Fairfield, Iowa, from William M. DuBois and Jessie E. DuBois, husband and wife, by Real Estate Contract dated 14th May 1965, and certain other conditions agreed upon between the parties hereto.

The real estate purchased is located in Jefferson County, Iowa, and

legally described as follows, to-wit:

A tract of land lying partly in the west half of Section 24, Township 72 North, Range 10 West of the Fifth P. M. and partly in Block 13, Centennial Addition to the City of Fairfield, Iowa, all in Jefferson County, Iowa. Said tract contains 97.015 acres and is more particularly described as follows:

Begin at the center of said Section 24;

Thence South along the east side of the west half of said Section 24 a distance of 1321.0 feet to a point marked by an iron pipe; Thence South 89° 35' west along an existing fence line a distance of 780.2 feet to a point marked by an iron pipe;

Thence South 10° 01' west a distance of 523.1 feet to a point

marked by an iron pipe;

Thence South 35° 50' west a distance of 525.0 feet to a point mark-

ed by an iron pipe;

Thence South 00° 09' West a distance of 392.5 feet to a point in the south line of said Section 24 (also being the north line of Block 13 Centennial Addition) marked by an iron pipe;

Thence South 89° 38' west along the south line of said Block 13 a distance of 150.0 feet to a point in the Southwest corner of

said Block 13 marked by an iron pin;

Thence North 00° 12' east along the west line of said Block 13 a distance of 667.7 feet to a point in the northwest corner of said Block 13 and also being the southwest corner of the southeast quarter of the southwest quarter of said Section 24 marked by an iron

Thence North 00° 09' west along the west side of the east half of the southwest quarter of said Section 24 a distance of 2651.7 feet to the northwest corner of said east half of the southwest

quarter marked by an iron pipe;

Thence North 00° 14' east along the west side of the east half of the northwest quarter of said Section 24 a distance of 822.8 feet to a point in the south line of the Chicago, Rock Island and Pacific Railroad right=of=way marked by an iron pipe;

Thence North 45° 40' east along said right-of-way line a distance of 1844.4 feet to a point on the east side of the west half of said Section 24 marked by an iron pipe;

Thence south a distance of 2102.6 feet to the place of beginning.

EXHIBIT "B"

It is agreed by and between the parties hereto that the Sellers shall deliver unto the Buyer a Warranty Deed for a part of the above described real estate (shown in Exhibit A) at the time of the signing and execution of this Contract, and said Warranty Deed shall include the following described real estate, to-wit:

A tract of land lying partly in the west half of Section 24, Township 72 North, Range 10 west of the Fifth P. M. and partly in Block 13, Centennial Addition to the City of Fairfield, Iowa, all in Jefferson County, Iowa.

Begin at the center of said Section 24;

Thence south along the east side of the west half of said Section 24 a distance of 1321.0 feet to a point marked by an iron pipe;

Thence South 89° 35' west along an existing fence line a distance of 780.2 feet to a point marked by an iron pipe for a point of beginning;

Thence South 10° 01' west a distance of 523.1 feet to a point marked by an iron pipe;

Thence South 35° 50' west a distance of 525.0 feet to a point

marked by an iron pipe;

Corporate Seal

Corporate Seal.

Thence South 00° 09' west a distance of 392.5 feet to a point in the south line of said Section 24 (also being the north line of Block 13 Centennial Addition) marked by an iron pipe;

Thence South 00° 12' west a distance of 667.6 feet to a point in

the south line of said Block 13 marked by an iron pipe;

Thence South 89°38' west along the south line of said Block 13 a distance of 150.0 feet to a point in the southwest corner of said Block 13 marked by an iron pin;

Thence North 00° 12' east along the west line of said Block 13 a distance of 667.7 feet to a point in the Northwest corner of said Block 13 and also being the southwest corner of the southeast quarter of the southwest quarter of said Section 24 marked by an iron pipe;

Thence North 00° 09' North along the west side of the East half of the Southwest quarter of Section 24 a distance of 2230.1 feet to an iron pipe, thence North 89° 35' east a distance of 545.9 feet to a point marked by an iron pipe; thence South 00° 09' West a distance of 900.0 feet to the point of beginning; being 23.793 acres more or less, of which 10.248 acres is valued at \$5,000.00 an acre and 13.545 is valued at \$6,000.00 an acre.

Parsons College By W. Clyde Wrig

By W. Clyde Wright, Chairman Attest: Ward L. Hunt, Secretary Continental Illinois National Bank and Trust Company of Chicago

By Ray F. Myers, Vice President Attest: E. J. Friedrich, Secretary

Corporate acknowledgment by W. Clyde Wright on June 11, 1965, before Henry A. Bunn, Notary Public in and for Otsego County, New York. (LS)

Corporate acknowledgment by Ray F. Myers on June 14, 1965, before E. W. Fahrenbach, Notary Public in and for Cook County, Illinois. (LS)

We find no Judgments in the District Court of Jefferson County, Iowa, within the ten years last past, affecting the title to the premises described in the caption hereof.

The land described in the caption of this continuation may or may not be subject to the provisions of Chapter 148 of the 56th General Assembly of the State of Iowa and future amendments thereto which is relative to controlled access facilities regarding highways and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly.

No suits Pending.

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

Taxes for the year. 1964 due in 1965 - exempt

No delinquent Personal Taxes.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments.

STATE OF IOWA, Jefferson County ss:

We hereby Certify, That the foregoing is a full, complete, and correct Continuation of Abstract of Title to real estate described in the caption hereof, as the same appears of record or on file in said county, from the 19th day of December , 19 62, at 2:00 o'clock P. M., down to this 14th day of June , 19 65, at 2:10 o'clock P. M.

Dated at Fairfield, Iowa, this 14th day of June

19 65

EXAMINERS OF TITLES

CONTINUATION OF ABSTRACT OF TITLE

TO

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

The Mortgage given by Parsons College, Inc. to Jefferson County Savings and Loan Association, dated December 18, 1962, filed

1- December 19, 1962, appearing in Book 84 at page 362 of the records of the Jefferson County Recorder, remains unreleased of record.

Parsons College

2-

to

Continental Illinois National Bank and Trust Company of Chicago, Trustee First Supplemental Indenture Dated September ____, 1965 Filed December 27, 1965 Book 75 page 562

Parsons College

3-

to

Continental Illinois National Bank and Trust Company of Chicago, Trustee Second Supplemental Indenture
Dated January ____, 1966
Filed March 17, 1966
Book 75 page 580

Parsons College

4-

to

Continental Illinois National Bank and Trust Company of Chicago, Trustee Third Supplemental Indenture Dated January 13, 1967 Filed February 14, 1967 Book 90 page 32

Parsons College

5-

to

Continental Illinois National Bank and Trust Company of Chicago, Trustee Fourth Supplemental Indenture Dated June 10, 1967 Filed August 17, 1967 Book 85 Document # 17

Parsons College

6-

to

Continental Illinois National Bank and Trust Company of Chicago, Trustee Fifth Supplemental Indenture Dated September 1, 1967 Filed September 8, 1967 Book 90 at page 66



Shown of record in the office of the Clerk of the District Court of Jefferson County, Iowa, Suit filed by J. D. DeForest (John Duane DeForest) Plaintiff, vs Parsons College, Millard G. Roberts, Jack S. Brown and Raymond Gibson. Appearing in District Court Docket 27 at page 300. Equity-Contract. Appearance of record, made for Parsons College.

8-

Shown of record in the office of the Clerk of the District Court of Jefferson County, Iowa, Suit filed by Donald Mitchell and Louise Mitchell, Plaintiffs vs Parsons College, Defendant. Appearing in District Court Docket 27 at page 316. Equity-Contract. Appearance of record, made for Parsons College.

We find no Judgments in the District Court of Jefferson County, Iowa, within the ten years last past, affecting the title to the premises described in the caption hereof.

The land described in the caption of this continuation may or may not be subject to the provisions of Chapter 148 of the 56th General Assembly of the State of Iowa and future amendments thereto which is relative to controlled access facilities regarding highways and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly.

No suits Pending.

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

Taxes for the year. 1966 due in 1967 - no tax assessed

No delinquent Personal Taxes.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments.

STATE OF IOWA, Jefferson County ss:

We hereby Certify, That the foregoing is a full, complete, and correct Continuation of Abstract of Title to real estate described in the caption hereof, as the same appears of record or on file in said county, from the $\frac{14th}{day}$ day of $\frac{19.65}{day}$, at $\frac{2:10}{day}$ o'clock $\frac{P}{day}$. M., down to this $\frac{10th}{day}$ of $\frac{$

Dated at Fairfield, Iowa, this 10th day of October

19 67.

EXAMINERS OF TITLES

CONTINUATION OF ABSTRACT OF TITLE

TO

Lot Two (2) and the North Ten (10) feet of Lot Three (3) Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa. Jefferson Savings and Loan Association, formerly known as Jefferson County Savings and Loan Association Plaintiff

l- vs

Parsons College, a/k/a Parsons
College, Inc.; Continental Illinois
National Bank and Trust Company
of Chicago, Trustee; Kessler
Distributing Company; Wulffs
Furniture, Inc.; Robert Spencer
and Patricia Spencer, husband
and wife Defendants

Petition in Equity for Foreclosure of Mortgage Filed April 4, 1972 Comes now the plaintiff, Jefferson Savings and Loan Association, formerly known as Jefferson County Savings and Loan Association, and to be known throughout these pleadings as Jefferson Savings and Loan Association, and for cause of action states: I. That the plaintiff is a corporation organized under the laws of the State of Iowa. II. That on December 18, 1962, the defendant, Parsons College, made, executed and delivered to the plaintiff its certain note

in writing for the sum of \$16,500.00 with interest at the rate of 6% per annum, all payable to the order of the plaintiff at Fairfield, Jefferson County, Iowa, a copy of said note is attached hereto marked Exhibit A and made a part hereof.

III. That to secure the payment of this note and as a part of this transaction the defendant, Parsons College, did on the 18th day of December, 1962, make, execute and deliver to the plaintiff a first mortgage in writing on the following described real estate located in Fairfield, Iowa:

Lot Two (2) and the North Ten (10) feet of Lot Three (3) Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa. and that said mortgage was filed for record in the office of the Recorder of Jefferson County, Iowa, on December 19, 1962, at 1:53 P. M. in Book 84 at page 362. That a copy of said mortgage together with the recorder's certificate is hereto attached marked Exhibit B and made a part hereof.

IV. That the said mortgage given to the plaintiff and being Exhibit B provides for monthly installments of \$140.00 a month to be paid the same to include interest at 6% per annum, and that the defendant, Parsons College, has not made monthly installment payments which are due and owing from December, 1971, and to include the installment for February, 1972, and that in addition thereto the plaintiff has been required in accordance with the terms of the mortgage to pay the 1971 taxes due in 1972, which are now due and payable, and that there is now due and owing the plaintiff on the above mentioned mortgage the sum of \$8,596.66 including interest to February 29, 1972, and that the plaintiff has been put to the extra expense of \$30.00 for bringing the abstract to date and that the mortgage allows statutory attorney fee is \$125.00, and plaintiff does attach hereto an attorney's fee affidavit marked Exhibit C which is made a part hereof.

That the plaintiff has declared and does now declare the entire principal sum and accrued interest on said note and mortgage due and payable.

V. That the plaintiff is still the owner and holder of said note and mortgage and said note is incorporated in and under the terms of the first mortgage, and all amounts above stated are justly due the plaintiff, including the interest to February 29, 1972. And that the

Plaintiff further states that the defendant did on May 15, 1965, execute and deliver an Indenture of Mortgage and deed of trust to Continental Illinois National Bank and Trust Company of Chicago, trustee, in the sum of \$5,200.000.00, with supplements later issued all tied to the original indenture and that said instrument was filed June 14, 1965, and appears in Book 85 as Document 6 filed in Chattel Mortgage Index \$15 on June 14, 1965, Records of Jefferson County, Iowa.

Plaintiff further states that the records of Jefferson County, Iowa, show a judgment filed on behalf of Kessler Distributing Company against Parsons College dated November 4, 1971, and recorded in Book 30, page 42, in the Clerk's Office in the sum of \$8,719.41 plus costs.

Plaintiff further states that the records of Jefferson County, Iowa, show a judgment entry filed by Wulffs Furniture, Inc. entered against Parsons College on January 17, 1972, and recorded in Book 30 at page 56 in the Clerk's Office in the sum of \$9,958.88.

VI. That the real estate above described is now occupied by Robert Spencer and Patricia Spencer, husband and wife, as tenants who hold a year's lease on said property, saif lease beginning January 1, 1972, and continuing until January 1, 1973, and that all of the rental for said year has been paid and credit given to Robert Spencer and Patricia Spencer, husband and wife.

<u>VII.</u> That the lien of plaintiff's mortgage is a first and prior lien on said premises and is superior to the right, title and interest or lien of the defendants in the property above described.

Wherefore, plaintiff prays judgment against the defendant, Parsons College, in the sum of \$\$8,596.66 with interest at the rate of 6% included to February 29, 1972, and for interest until this foreclosure action is fully satisfied.

Plaintiff further prays a judgment aginst the defendant, Parsons College, for \$30.00, the cost of continuing abstract of title on the real estate being foreclosed, and for the statutory attorney's fee of \$125.00 and for the costs of this suit and for any additional real estate taxes which may be advanced by the plaintiff in the year 1972 for real estate taxes for the 1971 due in 1972. And plaintiff further prays judgment and decree against the defendant Parsons College establishing and foreclosing said mortgage as against the real estate hereinbefore described, for the full amount of judgment, interest, statutory attorney fee, costs and abstract fee, and that judgment be decreed to be a first lien upon said mortgage premises from December 18, 1962, said mortgage being filed in Mortgage Record 84 at page 362 of the records of Jefferson County, Iowa, and for interest until this foreclosure action is satisfied, and that the plaintiff's lien be adjudged to be superior, prior and paramount as against Continental Illinois National Bank and Trust Company of Chicago, trustee and Kessler Distributing Company, and Wulffs Furniture, Inc., and any other person or corporation, and that the plaintiff's mortgage be foreclosed and the equity of redemption by the defendants in this action, and each and all of them, be forever barred and foreclosed subject to such rights of redemption as are provided for by statute, and that special execution issue aof rht sale of the mortgaged premises or so much thereof as may be necessary to satisfy said judgment, with interest and costs, statutory attorney fee, abstract charges, and for any taxes which the plaintiff may be required to pay, and that general execution issue against Parsons College for any unsatisfied balance on said judgment and that the Court adjudge and decree that is any part of said mortgaged premises be sold under this decree and not redeemed within one year from the date of the sale, a writ of possession issue under the seal of the Court directed to the Sheriff of Jefferson County

4-

receive rents, profits and to rent and manage said premises and apply the proceeds received therefrom on the indebtedness, it being understood that the present tenants, Robert Spencer and Patricia Spencer, husband and wife, are occupying said premises on a yearly basis, said lease having begun January 1, 1972, and extending to January 1, 1973, and that all of the rental for said real estate has been paid and credit given to Robert Spencer and Patricia Spencer, husband and wife, and that the Receiver shall have all the powers usually conferred upon all receivers in the event an insufficient amount to cover the amount prayed for by the plaintiff is bid on the Sheriff's sale, and for such other and further relief as to the Court may seem just. Scott Jordan, Attorney for Plaintiff Duly acknowledged March 29, 1972 by Gordon E. Aistrope, President

of Jefferson Savings and Loan Association, before Esther Engwall, Notary Public in and for Jefferson County, Iowa. (LS)

Jefferson Savings and Loan Association, Plaintiff

VS

Parsons College, et al Defendants Original Notice Filed April Filed April 12, 1972 To the Above named Defendants You are hereby notified that a petition of the above named plaintiff in the above entitled action is now on file in the office of the Clerk of the above named Court, and copy of which is hereto attached,

You are hereby notified to appear before said court at Fairfield in Jefferson County, Iowa, within 20 days after service of this original notice upon you, and that unless you so appear, your default will be entered and judgment or decree will be rendered against you for the relief demanded in the petition . Scott Jordan, Attorney for

Plaintiff First National Bank Bldg. Fairfield, Iowa

Return of Service

State of Iowa Jefferson County

The within notice received April 4, 1972 and I certify that I served the same on the defendant Parsons College, a corporation by personally delivering a true copy thereof to John W. Amberg who is the business agent for said corporation in Fairfield, That I served the same on the defendant Kessler Distributing Company, a corporation by personally delivering a true copy thereof to Charles Kessler, the President thereof.

That I served the same on the defendant Wulff's Furniture, a corporation by personally delivering a true copy thereof to William R. Wulff, the President thereof. h

That I served the same on the defendant Patricia Spencer in her home and usual place of abode, by there leaving a true copy thereof with

6-

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Robert Spencer, a person residing therein and over 18 years of age. That I served the same on the defendant Robert Spencer by personally delivering to him a true copy thereof. All done April 4, 1972 in the City of Fairfield, Jefferson County, Iowa.

Bill R. Angstead, Sheriff, Jefferson County, Iowa. By: Walter E. Hill, Deputy

Jefferson Savings and Loan Association, Plaintiff

8-

Parsons College, et al

Original Notice
Filed May 8, 1972
To the Above Named Defendants:
You are hereby notified that
a petition of the above named
plaintiff in the above
entitled action is now on file
in the office of the Clerk of

the above named Court, and copy of which is hereto attached.

You are hereby notified to appear before said court at Fairfield in Jefferson County, Iowa, within 20 days after service of this original notice upon you, and that unless you so appear, your default will be entered and judgment or decree will be rendered against you for the relief demended in the petition.

Scott Jordan, Attorney for Plaintiff First National Bank Bldg., Fairfield, Iowa

Return of Service State of Illinois Cook County, Illinois ss.

The within notice received this 6th day of April 1972, and I certify that I served the same on the defendants named below by delivering a copy thereof to each of said defendants personally at the time and place set opposite their respective names:

Continental Illinois National Bank and Trust Company of Chicago, April 7, 1972, Chicago, Cook County, Illinois.

Served by J. F. Goshert, r/a
Walter I. Flausch, Deputy Sheriff
Cook County, Illinois.

Jefferson Savings and Loan Association, formerly known as Jefferson County Savings and Loan Association, Plaintiff

WS

Parsons College, a/k/a Parsons
College, Inc.;Continental Illinois
National Bank and Trust Company of
Chicago, Trustee; Kessler
Distributing Company; Wulffs Furniture, Inc.;Robert Spencer and
Patricia Spencer, husband and wife
Defendants

Appearance
Filed April 20, 1972
Comes Now, Bailey C. Webber,
attorney for Continental
Illinois National Bank and
Trust Company of Chicago,
Trustee, and hereby acknowledges
and states that Continental
Illinois National Bank and
Trust Company has been served
Original Notice of Pendency of
the following action with
petition attached and it waives
further notice of the pendency
of said action and hereby enters

9-

Jefferson Savings and Loan Association, formerly known as Jefferson County Savings and Loan Association, Plaintiff

11-VS

> Parsons College, a/k/a Parsons College, the above entitled cause. Inc.; Continental Illinois National Bank Rowe and Rowe, Attorneys and Trust Company of Chicago, Trustee; Kessler Distributing Company; Wulffs Furniture, Inc.; Robert Spencer and Patricia Spencer, husband and wife, Defendants

Appearance Filed April 21, 1972 Comes now Rowe and Rowe, Attorneys at Law, and hereby enter their appearance on behalf of the Defendant, Wulffs Furniture, Inc., in

for Defendant Wulffs Furniture, Inc. 207 North Court Street Fairfield, Iowa

Jefferson Savings and Loan Association, Plaintiff

12-VS

> Parsons College, et al Defendant

Appearance Filed April 21, 1972 Comes now J. Carleton Starr, Attorney at Law, and enters his appearance in the above entitled cause for and on behalf of the defendant, Parsons College. Dated this 21st day of April, 1972. J. Carleton Starr Parsons College Fairfield, Iowa.

Jefferson Savings and Loan Association, Plaintiff

13-VS

> Parsons College, et al Defendants

Answer Filed April 21, 1972 * * * * *

Defendant prays that the petition of plaintiff be dismissed at the cost of the plaintiff.

* * * * * * *

J. Carleton Starr, Attorney for Defendant, Parsons College Fairfield, Iowa.

Above answer verified by John W. Amberg, Assistant Treasurer of Parsons College, and acknowledged April 20, 1972 before Dorothy I. Zimmerman, Notary Public, Jefferson County, Iowa. (LS)

Jefferson Savings and Loan Association, formerly known as Jefferson County Savings and Loan Association Plaintiff

14- vs

Parsons College, a/k/a Parsons College,
Inc.,;Continental Illinois National
Bank and Trust Company of Chicago,
Trustee; Kessler Distributing Company;
Wulffs Furniture, Inc.;Robert Spencer
and Patricia Spencer, husband and wife
Defendants

Decree in Equity for Foreclosure of Real Estate Mortgage Filed September 25, 1972 Book Al6 page 260 Now on this 25th day of September, this cause coming on for hearing and plaintiff, Jefferson Savings and Loan Association, formerly known as Jefferson County Savings and Loan Association, appearing by its attorney, Scott Jordan, Fairfield, Iowa, and defendant, Continental Illinois National Bank and Trust Company of Chicago, Illinois, Trustee,

appearing by its Attorney Bailey C. Webber, Ottumwa, Iowa, and defendant Wulffs Furniture, Inc. appearing by its attorney, Rowe and Rowe, Attorneys at Law, Fairfield, Iowa, and defendant Parsons College, also known as Parsons College, Inc. appearing by its attorney J. Carleton Starr, Fairfield, Iowa, and all of said attorneys having been furnished with copies of this Decree and all of said attorneys having approved said Decree as to form, and said approval having been endorsed on said Decree, and it appearing to the Court that each and all of the defendants have been duly and legally, and in the time, form and manner, as required by law, personally served with notice to appear and defend this suit, and there being no other appearances or answers on file, that the issues and equities of this case are with the plaintiff and plaintiff is entitled to the relief demanded. Court further finds that plaintiff is still the owner and holder of the note and mortgage referred to.

Wherefore it is further Ordered, Adjudged and Decreed that if the plaintiff or the holder of the Sheriff's Certificate of Sale shall pay any taxes or assessments which are or may become a lien on said real estate so sold during the period of redemption from said sale, or if said parties shall redeem the mortgaged premises from the sale for any such taxes or assessments or advance any other default in connection with said mortgage, that upon filing with the Clerk of this District Court a verified statement as provided by law, the same shall be a lien upon said mortgaged premises and whenever redemption is made from such sale, the party or parties redeeming it shall pay the Clerk of said Court in addition to the amount due upon said certificate, the amount so paid or advanced together with interest thereon from the date of such payment at the rate of 7% per annum before said redemption can be made, and to likewise pay the atatutory attorney fee in the sum of \$125.00 and the costs of bringing the abstract to date prior to the filing of this suit.

It is further Ordered, Adjudged and Decreed that in case no redemption is made from said sale, then upon demand the Clerk of this Court shall issue to the Sheriff of said County a writ of possession commanding him to put the grantee named in the Sheriff's deed for said premises so sold, or his grantee, in possession, and to remove any person or persons in possession out of said possession of said premises.

It is further Ordered, Adjudged and Decreed that Robert Spencer and Patricia Spencer, husband and wife, are entitled to possession of the above described real estate until July 21, 1973, as a result of a certain lease entered into by them with Parsons College as of January 6, 1972, the rent on said lease having been paid in full by the tenants.

It is further Ordered, Adjudged and Decreed that special execution as mentioned above, issue for the sale of the following described real estate:

Lot Two (2) and the North Ten (10) feet of Lot Three (3) Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa. against the defendant, Parsons College, also known as Parsons College, Inc., and that if said property does not sell for sufficient to satisfy said judgment, interest and costs, and if any part thereof remains unsatisfied after said sale under special execution, that a general execution issue therefore as against the property of the defendant, Parsons College, also known as Parsons College, Inc., for the remainder thereof.

L. R. Carson, Judge.

Comes now Bailey C. Webber, attorney for Continental Illinois National Bank and Trust Company of Chicago, Trustee, and does approve the same as to form. /Bailey C. Webber/

Comes now J. Carleton Starr, attorney for Parsons College, also known as Parsons College, Inc., and does approve the same as to form.

/J. Carleton Starr/

Comes now Rowe and Rowe, attorneys for Wulffs Furniture, Inc., and do approve the same as to form.

/Thomas Rowe/

Jefferson Savings and Loan Association, Plaintiff

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Notice of Assignment of Certificate of Sheriff's Sale Filed November 1, 1972

Parsons College, Inc.,
Defendant

To: Jefferson Savings and Loan Association, and
All junior and inferior lien holders,
Leona Genkinger, Clerk of the District Court, Jefferson County, Iowa.
Bill Angstead, Sheriff of Jefferson County, Iowa, and
To any and all other interested parties including any redeeming
party.

You and each of you are hereby notified that the Certificate of Sheriff's Sale, issued and delivered to Robert L. Spencer and Patricia L. Spencer, wherein they were the highest and best bidders at a special execution sale of Lot Two (2) and the North Ten (10) feet of Lot Three (3) Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa, has been assigned to the Iowa State Bank and Trust Company of Fairfield, Iowa, and that this assignment grants to

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the Iowa State Bank and Trust Company of Fairfield, Iowa, all the rights and privileges granted Robert L. Spencer and Patricia L. Spencer as purchasers of the above referred to Certificate of Sheriff's Sale.

A copy of the Certificate of Sheriff's Sale referred to in this instrument is hereby attached and made a part hereof by reference.

Robert L. Spencer

Patricia L. Spencer, Assignor

Iowa State Bank and Trust Company Fairfield, Iowa T. G. Lowenberg, Executive Vice President, Assignee

Jefferson Savings and Loan Association, formerly known as Jefferson County Savings and Loan Association, Plaintiff

18-VS

> Parsons College, a/k/a Parsons College, Inc.; Continental Illinois National Bank and Trust Company of Chicago, Trustee; Kessler Distributing Company; Wulffs Furniture, Inc,; Robert Spencer and Patricia Spencer, husband and wife

Sheriff's Sale Notice

State of Iowa, Jefferson County, ss. Notice is Hereby Given That on the 1st day of November A. D., 1972, at 9:00 o'clock A. M., at the Court House, in the City of Fairfield, and county aforesaid, will be sold at Public Auction, to the highest bidder, for cash, the following described real estate, levied upon and taken by virtue of a Special execution issued from the office of the Clerk of the District Court, within and for the County of Jefferson, State of Iowa, in favor of Jefferson Savings & Loan Association and against the property of Parsons College, Inc., to-wit:

Lot Two (2), and the North ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa. or as much thereof as may be necessary to satisfy said writ of execution and all accruing costs. Bill R. Angstead,

Sheriff of Jefferson County, Iowa.

By: Ralph M. Brown, Deputy Dated at the Sheriff's Office, Fairfield, Iowa, September 27, 1972

Scott Jordan, Plaintiff's Attorney

Return of Service

State of Iowa Jefferson County

The within notice received September 26, 1972 and I certify that on September 26, 1972 I posted a true copy thereof at the front door of 19the Jefferson County Court House, another at the Fairfield Police Station and a third on a utility pole adjacent to the Post Office. All

done in the City of Fairfield, Jefferson County, Iowa. I further certify that I delivered a true copy thereof to the Fairfield Daily Ledger and ordered same published once during each of the two weeks immediately preceding date of sale.

Bill R. Angstead, Sheriff By: Ralph M. Brown, Deputy

The within notice received September 26, 1972 and I certify that I served the same on Parsons College Inc. by personally delivering a true copy thereof to John Amberg, registered agent and business manager of said corporation on October 10, 1972 in the City of Fairfield, Jefferson County, Iowa.

Bill R. Angstead, Sheriff By: Walter E. Hill, Deputy

I, Walter E. Williams, the publisher of the Fairfield Daily Ledger being duly sworn, say that the Fairfield Daily Ledger is a daily newspaper of general circulation printed in the County of Jefferson, State of Iowa, and that the notice, of which a printed copy is hereto attached was printed in said newspaper in its regular issues on the following named dates: October 16, 1972 and October 23, 1972

Duly acknowledged by Walter E. Williams, before Lois Shields, Notary Public Jefferson County, Iowa, on October 23, 1972. (LS)

Jefferson Savings and Loan
Association, formerly known as
Jefferson County Savings and Loan
Association Plaintiff

21-

VS

Parsons College, a/k/a Parsons in the District Court of State of Iowa in and for National Bank and Trust Company of Jefferson County, for the Chicago, Trustee; Kessler Distributing Company; Wulffs Furniture, Inc.; Robert Spencer and Patricia Spencer, husband and wife in the District Court of State of Iowa in and for Jefferson County, for the foreclosure of a certain Mortgage upon the real hereinafter described, (the above named) defer

Special Execution,
Sheriff's Sale and
Return
Filed November 2, 1972
Whereas, Jefferson Savings
and Loan Association, plaintiff
heretofore filed a petition
in the District Court of the
State of Iowa in and for
Jefferson County, for the
foreclosure of a certain
Mortgage upon the real estate
hereinafter described, making
(the above named) defendants
therein; and whereas, said
Court on the 25th day of

September, A. D. 1972 at Fairfield, Iowa, rendered judgment in said action in favor of the said plaintiff and against the said Parsons College a/k/a Parsons College, Inc. for the sum of \$8,596.66 with 6% interest from Feb. 29, 1972 until this foreclosure action is fully satisfied, and the further sum of \$215.00 Dollars attorney fees; and the further sum of \$30.00 continuing abstract fee; \$31.91 with accrued costs of \$2.00 costs of suit with interest from the date of said judgment; and whereas, the said Court further rendered a decree in said

suit, forever barring and foreclosing the equity of redemption of the said defendants in and to said mortgaged premises, and ordered that the same, or so much thereof as shall be necessary, be sold to satisfy said judgment with interest and costs, and directed that a special execution issue accordingly.

Now, Therefore, You are hereby commanded that the following described real estate, situated in Jefferson County, Iowa, to-wit:

Lot Two (2), and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa or so much thereof as may be necessary, by levy and sale, you cause to be made the sum of \$8,596.66 with 6% interest from Feb. 29, 1972 Dollars, debt; and the further sum of \$125.00 Attorney fees; and the further sum of \$30.00 abstract fee and \$31.91 Dollars costs, with interest as aforesaid, and all legal costs accruing by virtue of this writ, and have said moneys before said Court in seventy days from the dates hereof, with a return of your doings hereon.

Witness, Leona B. Genkinger, Clerk of said Court, 26th day of September, 1972. (Seal affixed)

/Leona B. Genkinger/ Clerk.

Sheriff's Memoranda Time of Receiving Execution

Received the within Execution on this 26th day of September, 1972 at
4:00 o'clock P. M. Bill R. Angstead, Sheriff, Jefferson County, Iowa.

By: Ralph M. Brown, Deputy

Sheriff's Return on Execution

By virtue of the above Special Execution to me directed by the Clerk

of the District Court of said County, in favor of Jefferson Savings &

Loan Association and against Parsons College, Inc. I did on this

26th day of September, 1972, levy on the property of said defendant

described as follows, to-wit:

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa. all situated in the County of Jefferson, State of Iowa.

Bill R. Angstead, Sheriff of Jefferson County, Iowa.

By: Ralph M. Brown, Deputy.

And after the said levy, and previous to offering the same for sale, I give four weeks' notice of the time and place of said sale by posting up in three public places in said County, one of which was at the place where the last term of the District Court was held, one at the Fairfield Police Station, and one at utility pole adjacent to the Fairfield Post Office, same being posted the 26th day of September, 1972, and also publishing said notice once each week for two weeks in the Fairfield Daily Ledger, a daily newspaper, printed and published in said County, immediately before said sale, said notice being mailed to said newspaper the 26th day of September, 1972. A true copy of the said notice is hereto attached, marked Exhibit "A" and made a part of this return.

Dated this 26th day of September, 1972.

Bill R. Angstead, Sheriff of Jefferson County, Iowa
By: Ralph M. Brown, Deputy

24-

I further certify that on this 10th day of October, 1972, I served a notice of said sale on Parsons College, Inc. who were then in actual possession of said property, a true copy of which notice is hereto attached, marked Exhibit "B" and made a part hereof.

Bill R. Angstead, Sheriff of Jefferson County, Iowa. By: Walter E. Hill, Deputy

And I further certify that in pursuance to said notice, I did, on this lst day of November, A. D., 1972, at 9:00 o'clock A. M. of said day, that being the time appointed for said sale at City of Fairfield expose to sale at public auction, the property aforesaid, to the highest and best bidder for cash, and the said Robert L. Spencer and Patricia L. Spencer as joint tenants with right of survivorship bid for said land as a whole the sum of \$9,164.70 and it being the highest and best bid therefore, I then and there struck said land off to said Robert L. Spencer and Patricia L. Spencer as joint tenants with right of survivorship and not as tenants in common, and issued to Robert L. Spencer and Patricia L. Spencer as joint tenants with right of survivorship and not as tenants in common a sheriff's certificate therefor, and of the amount so bid I

 Paid plaintiff by certificate of sale - - - - - \$8,949.13

 Paid plaintiff's attorney fees (to clerk) - - 125.00

 Paid to clerk for abstract - - - - 30.00

 Paid Clerk costs of suit - - - - - - - - 31.91

 Paid Clerk accrued costs - - - - - - - - - 4.00

 Paid publication of notice - - - - - - - - - 14.66

 Retain as my fees - - - - - - - - - - - 59,164.70

and I return this execution satisfied in full.

Bill R. Angstead, Sheriff of Jefferson County, Iowa By: Ralph M. Brown, Deputy

Sheriff's Sale Statement

Bill R. Angstead, Sheriff of Jefferson County, Iowa By: Ralph M. Brown, Deputy (Sold for amount to satisfy.)

26-

Re: Entry #7 of the continuation by Jordan and Jordan, dated October 10, 1967: Joint application to remove cause from dismissal rule and continuance of same was filed December 22, 1972. Filed November 16, 27-1973, Withdrawal of appearance filed by Bailey C. Webber. In Book A-17 there appears an Order stating that "On the within application it is hereby ordered that the withdrawal application by Bailey C. Webber, for and in behalf of Parsons College, be and the same is hereby authorized. Signed: November 15, 1973 Ira F. Morrison, Judge.

Re: Entry # 8 of the continuation by Jordan and Jordan, dated October 28-10, 1967: Trial and Decree - Judgment entered and released.

Bill R. Angstead, Sheriff of Jefferson County, Iowa

29to

> Robert L. Spencer and Patricia L. Spencer, husband and wife, as joint tenants with right of survivor- (3), Lincoln Terrace Addition ship and not as tenants in common.

Sheriff's Deed Dated November 2, 1973 Filed November 5, 1973 Book 151 page 328 Conveys: For the sum of \$8,596.66 Lot Two (2) and the North Ten (10) feet of Lot Three to the City of Fairfield, Jefferson County, Iowa.

Duly acknowledged November 2, 1973 by Bill R. Angstead, Sheriff of Jefferson County, Iowa, before Leona B. Genkinger, Notary Public Jefferson County, Iowa. (LS)

Across the margin of mortgage record Book 84 at page 362 there appears this notation: "For Foreclosure of this mortgage see Miscellaneous Record 147 at page 739".

Miscellaneous Record Book 147 page 739, shows as follows: "The mortgage found in Book 84 at page 362 merged in judgment the third calendar quarter of the District Court of Iowa.

Decree dated September 25, 1972.

Of Record in District Court record Al6 at page 260 in the office of the Clerk of District Court."

Leona B. Genkinger, Clerk of District Court.

31-

to

The Public

Amended and Substituted
Articles of Incorporation
Dated January 20, 1972
Filed March 24, 1972
Book 147 at page 513
Section 1.
Name and Place of Business.
The name of this Association
shall be the Jefferson
Savings and Loan Association
a Mutual Deposit Institution,
and its principal place of

business shall be in the city of Fairfield in the County of Jefferson, in the State of lowa. A branch office shall be located within one-half mile of the center of the downtown business district in the City of Centerville, County of Appanoose in the State of Iowa. Any security instruments to which the association is a party shall identify it as a "Mutual Deposit Institution".

Be it Further Resolved, that the President and Secretary of this Association be and they are hereby authorized and directed to sign, acknowledge, record and do any and all things which are required by law to be executed, complete and carry into effect the above resolution and to execute and acknowledge the Amendment to the Articles of Incorporation now adopted.

This instrument recorded in Book 26 at page 353 on February 10, 1972 filed by Jefferson County Savings and Loan Association, Fairfield, Iowa. Melvin Synhorst, Secretary of State of Iowa.

We find no Judgments in the District Court of Jefferson County, Iowa, within the ten years last past, affecting the title to the premises described in the caption hereof.

The land described in the caption of this continuation may or may not be subject to the provisions of Chapter 148 of the 56th General Assembly of the State of lowa and future amendments thereto which is relative to controlled access facilities regarding highways and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly. The property included in this abstract is subject to a zoning ordinance duly filed by the City of Fairfield on February 23, 1968 in Miscellaneous Record 142, pages 314 - 342. You should examine the same to determine its effect upon your real estate.

No suits Pending.

33 -

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

Taxes for the year. 1972 due in 1973 - appears of record as tax exempt.

No delinquent Personal Taxes.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments.

STATE OF IOWA, Jefferson County ss:

We hereby Certify, That the foregoing is a full, complete, and correct Continuation of Abstract of Title to real estate described in the caption hereof, as the same appears of record or on file in said county, from the 10th day of October , 19 67, at 12:45 o'clock P. M., down to this 3rd day of December , 19 73, at 8:00 o'clock A. M.

Dated at Fairfield, Iowa, this 3rd day of December

19 73

EXAMINERS OF TITLES

CONTINUATION OF ABSTRACT OF TITLE

TO

Lot Two (2) and the North Ten (10) feet of Lot Three (3) Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Robert L. Spencer and Patricia L. Spencer, husband and wife

1- to

Charles E. Bradley and Janet E. Bradley, husband and wife Warranty Deed
Dated December 11, 1973
Filed December 11, 1973
Book 151 page 387
Lot Two (2) and the North
Ten (10) feet of Lot Three
(3) Lincoln Terrace Addition
to the City of Fairfield,
Jefferson County, Iowa.
Transfer stamps in the
sum of \$23.65 affixed and
cancelled.

Duly acknowledged December 11, 1973 before Scott Jordan, Notary Public in and for Jefferson County, Iowa. (LS)

Charles E. Bradley and Janet E. Bradley, husband and wife

- to

Jefferson Savings and Loan Association Fairfield, Iowa Mortgage
Dated December 11, 1973
Filed December 11, 1973
Book 97 at page 936
Lot Two (2) and the North
Ten (10) feet of Lot Three
(3) Lincoln Terrace Addition
to the City of Fairfield,
Jefferson County, Iowa.
Given to secure payment of
\$18,000.00.
Duly acknowledged December 11,
1973, before Elaine Boysel,
Notary Public in and for
Jefferson County, Iowa. (LS)

We find no Judgments in the District Court of Jefferson County, lowa, within the ten years last past, affecting the title to the premises described in the caption hereof.

The land described in the caption of this continuation may or may not be subject to the provisions of Chapter 148 of the 56th General Assembly of the State of Iowa and future amendments thereto which is relative to controlled access facilities regarding highways and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly.

No suits Pending.

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

Taxes for the year. 1972 due in 1973 - paid in full.

No delinquent Personal Taxes.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments.

STATE OF IOWA, Jefferson County ss:

We hereby Certify, That the foregoing is a full, complete, and correct Continuation of Abstract of Title to real estate described in the caption hereof, as the same appears of record or on file in said county, from the $\frac{3rd}{day}$ of $\frac{December}{day}$, $\frac{73}{day}$, at $\frac{8:00}{day}$ o'clock $\frac{A}{day}$. M., down to this $\frac{11th}{day}$ of $\frac{December}{day}$, $\frac{73}{day}$, at $\frac{4:30}{day}$ o'clock $\frac{P}{day}$. M.

Dated at Fairfield, Iowa, this 11thday of December

19 73

LATT AND PROPERTY OF TITLES

CONTINUATION OF ABSTRACT OF TITLE

TO

1- Lot Two (2) and the North Ten (10) feet of Lot Three (3) Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Made for Charles E. Bradley

Jefferson Savings & Loan Association of Fairfield, Iowa,

to

The Public

CERTIFICATE OF AMENDMENT AND
MERGER AGREEMENT
Dated: August 17, 1981
Filed: October 26, 1981
Recorded: Miscellaneous Record 166
at page 549
Recites in part:

"MERGER AGREEMENT"

This Agreement, made and executed August 16, 1981, by and between UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES, Des Moines, Iowa, being authorized and existing under the laws of the United States of America, (hereinafter referred to as "Resulting Association"), and JEFFERSON SAVINGS AND LOAN ASSOCIATION, Fairfield, Iowa, being authorized and existing under the laws of the State of Iowa, (hereinafter referred to as "Merging Association"), which contracting parties are hereinafter referred to as "merged association".

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and of the mutual advantages to be derived thereform, the parties hereto do hereby agree as follows:

- 1. The name, style and title of the Resulting Association into which Merging Association is merged, shall be UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES, Des Moines, Iowa.
- 8. Upon the effective date of such merger, all of the assets and property of every kind and character, real, personal and mixed, tangible and intangible, choses in action, rights and credits then owned by the Merging Association, or which inure to it, shall immediately by operation of law and without any conveyance or transfer and without any further act or deed, be vested in and become the property of the Resulting Association, which shall have, hold and enjoy the same in its own right as fully and to the same extent as if the same had been possessed, held and enjoyed by it prior to such merger; and the Resulting Association shall be a continuation of the entity and identity of UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES, Des Moines, Iowa, and all of the rights and obligations of such association shall remain unimpaired. It is the purpose and intent of this agreement, as herein set forth, to provide for the merger of the Merging Association with the Resulting Association. All rights and remedies of creditors, and all liens upon the property of the merged associations, shall be preserved and unimpaired, and all debts, liabilities and duties of the respective merged association shall thenceforth attach to the Resulting Association, and may be enforced against it to the same extent as if such debts, liabilities and duties have been incurred or contracted by it. Upon such merger, all property rights formerly held by JEFFERSON SAVINGS AND LOAN ASSOCIATION, Fairfield, Iowa, shall be, and shall continue to be fully and automatically vested in said UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES, Des Moines, Iowa, shall continue to be vested in it, as hereinbefore stated. * * * *

Signed JEFFERSON SAVINGS AND LOAN ASSOCIATION by Gordon E. Aistrope, President; Rick L. Brown, Vice President/Secretary with their signatures being duly acknowledged before Roberta L. Ulm, Notary Public in and for the State of Iowa. (LS) NOTE: The corporate seal of Jefferson Savings and Loan Association as referred to in the acknowledgment is not affixed.

Signed UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES by Joseph L. Strasser, Chairman of the Board and Chief Executive Officer; Donald L. Cook, President and Chief Operating Officer, their signatures being duly acknowledged in corporate form. Corporate and notarial seals affixed

3-

2-

4-

(Continued as a part of the "MERGER AGREEMENT")

STATE OF IOWA) SS:

COUNTY OF POLK)

It is hereby certified that the instrument to which this certificate is affixed has been approved by the Executive Council as required by Chapter 534, Code of Iowa, 1981, this 8th day of September, 1981.

EXECUTIVE COUNCIL OF IOWA By: W. C. Wellman

7-

OFFICE OF THE SECRETARY OF STATE This instrument recorded in Book P-38, Page 152, September 29, 1981 - Expires Perpetual - Cert. No. 41533 - Filed by Jefferson Savings and Loan Association, Fairfield, Iowa.

Sg/ Mary Jane Odell Secretary of State

UNITED FEDERAL SAVINGS AND LOAN CERTIFICATE ASSOCIATION OF DES MOINES By: D. H. Payne, Secretary,

to

The Public

Dated: October 24, 1981 Filed: October 28, 1981

Recorded: Miscellaneous Record 166

at page 568

Recites in part: STATE OF IOWA) COUNTY OF POLK)

I, D. H. Payne, being first duly sworn on oath, depose and state that I am the duly elected, qualified and acting Secretary of United Federal Savings and Loan Association of Des Moines.

I further state that I am familiar with and have constant access to the records of said Association, and that on January 10, 1981, a resolution was passed by the Board of Directors of said Association, which stated as follows:

BE IT RESOLVED that any two of the following Officers - Joseph L. Strasser - Chairman of the Board; Donald L. Cook - President; Greg Strasser - Executive Vice President; D. H. Payne - Senior Vice President/Secretary; Delbert F. Reetz - Senior Vice President/Comptroller; and Maurice L. Fisher - Senior Vice President/Treasurer; of the Association, be authorized to execute notes and collateral assignments to the Federal Home Loan Bank as well as all other instruments conveying real estate or other legal instruments necessary for the operation of the Association.

BE IT RESOLVED that the Chairman of the Board - Joseph L. Strasser; President - Donald L. Cook; Executive Vice President -Greg Strasser; Senior Vice President and Secretary - D. H. Payne; Senior Vice President and Comptroller - Delbert F. Reetz; Senior Vice President and Treasurer - Maurice L. Fisher; or the Association's Vice President - Lawrence E. James; or the Association's Assistant Vice Presidents - Mark Johnson or Kevin Kuiper; or the Association's Assistant Secretaries - Beverly Gournas or Patricia A. Reichert; be authorized to release mortgages of the Association.

BE IT RESOLVED that the Chairman of the Board or President or the Executive Vice President or any of the Senior Vice Presidents be authorized to endorse Notes, make assignments and execute such papers as is necessary to submit claim in behalf of the Association to the Federal Housing Administration for reimbursement on improvement loans or to the Health, Education and Welfare Department for reimbursement on Education Loans.

(Continued)

CERTIFICATE (Continued)

BE IT FURTHER RESOLVED that said parties be authorized to release in the County of record any Notice of Lien or similar encumbrance executed in connection with property improvement loans.

BE IT FURTHER RESOLVED that on September 24, 1981 a Resolution was passed by the Board of Directors of said Association which states that Gordon E. Aistrope - Vice President; or Roberta L. Ulm be authorized to release mortgages of the Association.

BE IT FURTHER RESOLVED that these Resolutions be binding upon the Association until such time as Resolution of the Board of Directors of the Association be passed by recordation in the County

Recorder's Office in Polk County, Iowa.

As Secretary of said Association, I hereby certify that the above Resolutions were duly passed by United Federal Savings and Loan Association of Des Moines on January 10, 1981 and on September 24, 1981, respectively, and are in full force and effect at the time of this certification.

Duly verified with corporate and notarial seals affixed.

That mortgage given by Charles E. Bradley and spouse to Jefferson Savings and Loan Association, dated and filed December 11, 1973 and recorded in mortgage book 97, page 936, remains unreleased of record.

We find no Judgments in the District Court of Jefferson County, lowa, within the ten years last past, affecting the title to the premises described in the caption hereof, and against the following individuals: Charles E. Bradley

Janet E. Bradley

The land described in the caption of this continuation may or may not be subject to the provisions of Chapter 148 of the 56th General Assembly of the State of Iowa and future amendments thereto which is relative to controlled access facilities regarding highways and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly.

No suits pending.

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

Taxes for the year.

1981-82 Taxes:

First Half: \$297.33 paid Second Half: \$297.32 paid

No delinquent Personal Taxes. Except Dog tax 1974: \$4.00 not paid.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments.

The property included in this abstract; if within the corporate limits of Fairfield, lowa, is subject to a Zoning Ordinance filed in the Office of Jefferson County Recorder. You should examine same to determine its effect upon this property.

STATE OF IOWA, Jefferson County ss:

We hereby Certify, That the foregoing is a full, complete, and correct Continuation of Abstract of Title to real estate described in the caption hereof, as the same appears of record

or on file in said county, from the 11th day of December , 19_73.,

at 4:30 o'clock P. M., down to this 17th day of May , 1982.

at 4:30 o'clock P. M.

Dated at Fairfield, lowa, this 18th day of

19.82

CONTINUATION OF ABSTRACT OF TITLE

TO

- 1- Lot Two (2) and the North Ten (10) feet of Lot Three(3) Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.
- 2- Charles E. Bradley and Janet E. Bradley, husband and wife,

to

Stuart Rothenberg and Joan Rothenberg, husband and wife as joint tenants with right of survivorship, and not as tenants in common. WARRANTY DEED
Dated: June 29, 1982
Filed: July 1, 1982
Deed Record 165 at
page 550
Conveys property
described in caption

2- United Federal Savings and Loan Association of Des Moines

to

Charles E. Bradley and Janet E. Bradley

RELEASE Dated: July 2, 1982 Filed: July 12, 1982 Book 21, page 518

Releases mortgage recorded in Book 97 of Mortgages, page number 936.

Acknowledged in corporate form by Roberta L. Ulm, Branch Manager.

3- Stuart Rothenberg and Joan Rothenberg, husband and wife,

to

Union Bank and Trust Company, Ottumwa, Iowa MORTGAGE
Dated: July 1, 1982
Filed: July 1, 1982
Mortgage Record 110
on page 717
Enumbers the property described in caption
Consideration
\$63,900.

Recites: The promissory note above referred to is dated 7/1/82 and is due 7/1/87.

Limit of open end feature is \$65,000.

Contains Acceleration Clause

4- Stuart Rothenberg and Joan Rothenberg, husband and wife,

to

Union Bank and Trust Company, Ottumwa, Iowa MORTGAGE
Dated: July 23,1982
Filed: July 29,1982
Mortgage Record 110
on page 768
Enumbers the property described in caption
Consideration
\$10,000.

Recites: The promissory note above referred to is dated 7/23, 1982 and is due on demand.

Limit of open end feature is \$20,000.

Contains Acceleration Clause

The land described in the caption of this continuation may or may not be subject to the provisions of Chapter 306A of the 1977 Code of Iowa which is relative to controlled access facilities regarding highways and notice is hereby given that said land may be subject to said Chapter and all persons relying on this certificate shall govern themselves accordingly.

We find no Judgments in the District Court of Jefferson County, Iowa, within the ten years last past, affecting the title to the premises described in the caption hereof.

No pending suit entered in the Lis Pendens Docket.

No Mechanic's Liens or Attachments.

No unredeemed Tax Sales on Treasurer's Index.

No Income Tax Liens.

Taxes: Fiscal 1981

First half \$298.73 paid

Second half \$298.72 due but not delinquent

No other taxes, penalty or interest for prior year is unpaid.

No delinquent personal property taxes.

No unpaid Old Age Assistance Tax.

No Liens for Institutional Care.

No unpaid Special Assessments. We do not certify as to assessments, if any, not yet certified to the Office of Jefferson County Auditor by any levying municipality or other office.

If the real estate covered by this abstract is located in the corporate limits of the city of Fairfield, you should satisfy yourself concerning the zoning ordinance affecting the same.

It is certified that unless otherwise shown, achnowledgements of all instruments are in legal form and that, except as shown above there are no other matters that are liens against or affect the title to the above described premises, as shown by the public records and files of Jefferson County, against:

Charles E. Bradley, Janet E. Bradley, Stuart Rothenberg, Joan Rothenberg

STATE OF IOWA, JEFFERSON COUNTY, ss:

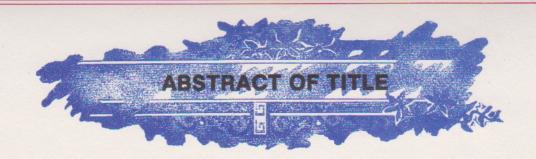
I hereby Certify, that the foregoing is a full, complete and correct Continuation of Abstract of Title to real estate described in the caption hereof, as the same appears of record or on file in said County from the 17th day of May, 1982 at 4:30~PM down to this θ th day of October 1982 at 3:30~PM

Dated at Fairfield, Iowa, this 8th day of October, 1982

BERNARD A. NEVAS Attorney-At-Law

P.O. Box 992

Pairfield Towa : 52556



CONTINUATION OF ABSTRACT OF TITLE

TO

1-

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Made for

Stuart Rothenberg and Joan Rothenberg

That certain Mortgage given by Stuart Rothenberg and Joan Rothenberg, husband and wife, to Union Bank and Trust Company, dated and filed July 1, 1982 and recorded in Mortgage Record 110 at page 717 REMAINS UNASSIGNED AND UNRELEASED OF RECORD.

That certain Mortgage given by Stuart Rothenberg and Joan Rothenberg, husband and wife, to Union Bank and Trust Company, dated July 23, 1982, filed July 29, 1982 and recorded in Mortgage Record 110 at page 768 RE-MAINS UNASSIGNED AND UNRELEASED OF RECORD.

City of Fairfield, Iowa

to

The Public

2-

3-

4 -

City Zoning Ordinance No. 645
Passed April 20, 1982
Published June 26, 1982
Filed September 27, 1982
Recorded in Miscellaneous
Record 167, page 472.
The property being abstracted appears to be within

the R-2 General Residence District according to the plat filed in connection with the ordinance, and your attention is called to limitations contained in said ordinance.

Your attention is further called to any amendments or changes in the district which will be a matter of record in the office of the City Clerk where the "Official Zoning District Map of the City of Fairfield, Iowa" is kept and which will show the current zoning status of the property.

SIMMONS ABSTRACT COMPANY - FAIRFIELD, IOWA

1984 fiscal year real estate taxes payable in 1985 and 1986, first half in the amount of \$456.00, paid October 1, 1985, and second half in the amount of \$456.00, unpaid, due but not delinquent.

STATE OF IOWA, JEFFERSON COUNTY—ss.								
The undersigned hereby certifies that the foregoing5								
sheets, contain a full and complete Abstract of everything filed or entered in the public records of Jefferson								
County, Iowa, which in any way affects the title to the real property described in the caption hereof,								
from the 8th day of October A. D., 1982, at 3:30 o'clock P. M.								
to the 31st day of January A. D., 1986, at 4:30 o'clock P. M.								
Without in any way limiting or enlarging the foregoing certificate it is certified, unless otherwise shown, that the public files and records of said County disclose affecting the title:— No deeds, mortgages, contracts, leases, easements or other conveyances, liens or encumbrances; No Probate or other court proceedings; No levies, attachments or executions entered in the encumbrance book in the office of the Clerk of the District Court of said County; No unpaid taxes, suspended taxes, nor unredeemed tax sales; No unpaid special assessments which have been certified to the County Auditor; No claims entered in the claimant's book; No marginal notations made, or extension agreements filed; No pending suit entered in the Lis pendens Docket under the provisions of the Statutes of Iowa; No liens for assistance of owner or spouse created pursuant to the provisions of Section 230.25 of the Code of Iowa; No resolution of necessity or resolution directing the construction or repair of public improvements as provided by Chapter 391 and no certificate of levy as provided by Chapter 389, of the Code of Iowa, is on file with the County Auditor; No material discrepancy between the index and the recorded instrument; No certificate to County Recorder pursuant to Section 366.12 of the Code of Iowa establishing any restricted district or building lines; No condemnation proceedings in exercise of the right of eminent domain pursuant to the provisions of Chapter 472 of the Code of Iowa is recorded in the office of the Recorder of said County; Ancient mortgages and related matters are omitted pursuant to Standards 1.9, 10.4 and 10.5 — 5th Edition — Iowa Land Title Examination Standards. This property may be subject to the provisions of Chapter 148 of the 56th Iowa General Assembly and future amendments thereto relative to controlled access facilities regarding highways. All persons relying on this certificate shall govern themselves accordingly. It is certified that unless otherwise shown, acknowledgements of all ins								
Stuart Rothenberg; Joan Rothenberg.								
WE DO NOT CERTIFY AS TO SUPPORT LIENS UNLESS THEY HAVE BEEN INDEXED IN JEFFERSON COUNTY Re: 624.24 1985 Code of Iowa.								
The liability under this certificate shall be no greater than that which the law generally imputes to an abstracter.								
Dated at Fairfield, Iowa, this. 4th day of January A. D., 19.86								
SIMMONS ABSTRACT COMPANY								
NO.26,062 By Insured Abstracters.								
(Ch)								

We own and operate the only complete set of Abstract Books in Jefferson County-Maintained Daily



CONTINUATION OF ABSTRACT OF TITLE

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

1-

Made for Stuart and Joan Rothenberg.

Stuart Rothenberg and Joan Rothenberg, husband and wife

to

First Central Mortgage and Investment Corporation

Mortgage
Dated February 28, 1986
Filed March 6, 1986
Recorded in Mortgage Record 120, page 203.
Conveys:

the following described property located in Jefferson County, Iowa:

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa

Given to secure \$73,600.00 payable according to note with a final due date of March 1, 2016.

Pledges rents, issues and profits and provides for the appointment of a receiver.

Acknowledged February 28, 1986 by Stuart Rothenberg and Joan Rothenberg, husband and wife, before Charlotte M. Fleig, Notary Public, Jefferson County, Iowa. (LS)

FIRST CENTRAL MORTGAGE AND
INVESTMENT CORPORATION
By Edward G. Smyth, III
President
ATTEST Jeffrey Backstrom
Assistant Secretary

to

FirsTier Mortgage Co.

ASSIGNMENT
Dated February 28, 1986
Filed March 6, 1986
Recorded in Release and Assignment Record 24, page 448.
Recites:

****: That FIRST CENTRAL MORTGAGE AND INVESTMENT CORPORATION, a corporation **** of State of Iowa, **** has granted, bargained, sold, assigned, transferred and set over unto FirsTier Mortgage Co., a company **** of the state of Nebraska.

****, its successors and assigns, a certain indenture of mortgage dated the 28th day of February A.D. 1986, made by Stuart Rothenberg and Joan Rothenberg, husband and wife to it, securing the payment of one promissory note therin described for the sum of seventy-three thousand six hundred and no/100ths dollars, (\$73,600.00) and all its right, title, and interest in and to the premises situated in the County of Jefferson, State of Iowa, and described in said mortgage as follows, to-wit:

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln
Terrace Addition to the City of Fairfield, Jefferson County, Iowa.
which said mortgage is recorded in the office of the recorder of Jefferson County, in the
State of Iowa, in Book No. 120, Page 203, Document No. 2514 together with the said note
therein described and more due or to grow due thereon, with the interest:

Acknowledged February 28, 1986 by Edward G. Smyth, III President, and Jeffrey Backstrom Assistant Secretary, before Charlotte M. Fleig, Notary Public, Jefferson County, Iowa. (LS)

3-

UNION BANK AND TRUST COMPANY
BY: Bernard K. Huston, Senior
Vice President

to

Stuart Rothenberg and Joan Rothenberg, husband and wife,

RELEASE
Dated March 6, 1986
Filed March 10, 1986
Recorded in Release and Assignment Record 24, page 455.
Recites:

The debt secured by a certain Mortgage, dated the 23rd day of July A.D. 1982, executed by Stuart Rothenberg and Joan Rothenberg, husband and wife, and recorded in the recorder's office of Jefferson County, in

Book 110 of Mortgages at page 768 having been fully paid, said mortgage is hereby released and discharged. ****

Corporate acknowledgment March 6, 1986 by Bernard K. Huston, Senior Vice President of said corporation before Michel Harrod, Notary Public, Wapello County, Iowa. Corporate and notarial seals affixed.

UNION BANK AND TRUST COMPANY
BY: Bernard K. Huston, Senior
Vice President

to

Stuart Rothenberg and Joan Rothenberg, husband and wife,

RELEASE
Dated March 6, 1986
Filed March 10, 1986
Recorded in Release and Assignment Record 24, page 456.
Recites:

The debt secured by a certain Mortgage, dated the 1st day of July A.D. 1982, executed by Stuart Rothenberg and Joan Rothenberg, husband and wife, and recorded in the recorder's office of Jefferson County, in Book 110 of Mortgages at page 717 having been

fully paid, said mortgage is hereby released and discharged. ****

Corporate acknowledgment March 6, 1986 by Bernard K. Huston, Senior Vice

President of said corporation, before Michel Harrod, Notary Public, Wapello County, Iowa.

Corporate and notarial seals affixed.

5-

STATE OF IOWA, JEFFERSON COUNTY—ss.

The undersigned hereby certifies that the foregoing
sheets, contain a full and complete Abstract of everything filed or entered in the public records of Jefferson
County, Iowa, which in any way affects the title to the real property described in the caption hereof,
from the 31st day of January A. D., 19 86 , at 4:30 o'clockP. M.
to the 21st day of April A. D., 19 86 , at 4:30 o'clockP. M.
Without in any way limiting or enlarging the foregoing certificate it is certified, unless otherwise shown, that the public files and records of said County disclose affecting the title:— No deeds, mortgages, contracts, leases, easements or other conveyances, liens or encumbrances; No Probate or other court proceedings; No levies, attachments or executions entered in the encumbrance book in the office of the Clerk of the District Court of Said County; No unpaid special assessments which have been certified to the County Auditor; No laims entered in the claimant's book; No marginal notations made, or extension agreements filed; No pending suit entered in the Lis pendens Docket under the provisions of the Statutes of Iowa; No ilens for assistance of owner or spouse created pursuant to the provisions of Section 230.25 of the Code of Iowa; No resolution of necessity or resolution directing the construction or repair of public improvements as provided by Chapter 391 and no certificate of levy as provided by Chapter 393, of the Code of Iowa, is on file with the County Auditor; No material discrepancy between the index and the recorded instrument; No certificate to County Recorder pursuant to Section 366.12 of the Code of Iowa establishing any restricted district on building lines; No condemnation proceedings in exercise of the right of eminent domain pursuant to the provisions of Chapter 472 of the Code of Iowa is recorded in the office of the Recorder of said County; Ancient mortgages and related matters are omitted pursuant to Standards 1.9, 10.4 and 10.5 — 5th Edition — Iowa Land Title Examination Standards. This property may be subject to the provisions of Chapter 148 of the 56th Iowa General Assembly and future amendments thereto relative to controlled access facilities regarding highways. All persons relying on this certificate shall govern themselves accordingly. It is certified that unless otherwise shown, acknowledgements of all instruments are in legal form; and there are no unpaid personal t
Stuart Roghenberg; Joan Rothenberg;
WE DO NOT CERTIFY AS TO SUPPORT LIENS UNLESS THEY HAVE BEEN INDEXED IN JEFFERSON COUNTY
RE: 624.24 1985 Code of Iowa.
The liability under this certificate shall be no greater than that which the law generally imputes to an abstracter.
Dated at Fairfield, Iowa, this 22nd day of April A. D., 19 86
SIMMONS ABSTRACT COMPANY
No 26, 153 By My

We own and operate the only complete set of Abstract Books in Jefferson County-Maintained Daily

Insured Abstracters.

SIMMONS ABSTRACT COMPANY, FAIRFIELD, IOWA

CONTINUATION OF ABSTRACT OF TITLE TO

- Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.
- 2-Firstier Mortgage Co., By: Jan Dunn, Vice President, Attest: Sheila Spry, **Assistant Secretary**

to

Leader Federal Savings and Loan Association

Assignment

Dated June 6, 1988 Filed July 21, 1988 Assignment Book 26, page 880 Assigns the mortgage filed in Mortgage Book 120, page 203.

Leader Federal Bank for Savings, By: Deborah Wiley, Assistant Vice President

Fireman's Fund Mortgage Corporation

Assignment

Dated May 31, 1990 Filed June 18, 1990 Assignment Book 28, page 324 Assigns the mortgage filed March 6, 1986, in Mortgage Book 120, page 203.

4 Leader Federal Bank for Savings F/K/A Leader Federal Savings and Loan Association, Dated May 31, 1990 By: Phyllis Massey, Vice President

to

Fireman's Fund Mortgage Corporation

Corrective Assignment

Filed February 19, 1991 Assignment Book 28, page 774 Re-recorded to show correct name change of Leader Federal Bank for Savings formerly known as Leader Federal Savings and Loan Association.

5- Stuart Rothenberg and Joan Rothenberg (no marital status given)

to

PHH US Mortgage Corporation

Mortgage

Dated April 2, 1992
Filed April 7, 1992
Mortgage Book 133, page 477
Mortgages the property described in the caption above. Evidenced by a Borrower's note dated the same, due and payable May 1, 2007. Secures credit for \$72,000.00.

Note: The following entry supplements this abstract as an addendum but does not extend the time period certified by this abstract.

6- Source One Mortgage Services Corporation Release
F/K/A Fireman's Fund Mortgage Corporation, Dated June 2, 1992
By: Mary Ann Ciofu, Assoc. Vice President Filed July 20, 1992
and Kay Downer, Assistant Vice President Release Book 30, page 1992

to

husband and wife

Stuart Rothenberg and Joan Rothenberg,

Release
Dated June 2, 1992
Filed July 20, 1992
Release Book 30, page 147

Releases the mortgage dated February 28, 1986, filed in Mortgage Book 120, page 203.

7- Real estate taxes for the fiscal year 1990-91 are \$657.00 per half. Both halves are paid. Parcel number 02-33-505-0002-000.

STATE OF IOWA, Jefferson County - ss. I hereby certify that the foregoing is a full, complete, and correct abstract of the public records of Jefferson County, Iowa, affecting title to the real estate described in the caption, from the 21st day of April, 1986 at 4:30 p.m. to the 7th day of April, 1992 at 12:00 p.m. We do not certify as to special assessments which have not been certified to the office of the Jefferson County Treasurer for collection. It is certified that, unless otherwise shown, acknowledgements of all instruments are in legal form, and have been signed by the party or parties whose name or names appear at the entry of such instrument, and have been properly notarized. ***** Dated at Fairfield, Iowa, October 19, 1992. BRANDON NELSON, P. C. Brandon Nelson, Attorney at Law Abstracter of Real Estate Titles Iowa Title Guaranty Division Member Number 8582 - 3 -

CONTINUATION OF ABSTRACT OF TITLE TO

- 1- Lot Two (2), and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.
- 2- PHH Mortgage Services Corporation d/b/a PHH US Mortgage Corporation

to

Douglas County Bank & Trust Co.

3- Stuart Rothenberg

to

Brandon Nelson

4- Joan Rothenberg

to

Brandon Nelson

Assignment

Dated May 31, 1996
Filed August 2, 1996
Assignment Book 34, page 100
Assigns the mortgage made by
Stuart Rothenberg filed in
Mortgage Book 133, page 477.
Signed by Karen A. Collins, Asst. Vice
President and Chrissy Judge, Asst. Secretary

Power of Attorney

Dated April 4, 1997
Filed May 9, 1997
Misc. Book 210, page 733
Grants the authority to sign any documents in any way concerning the property described in entry 1 above.

Power of Attorney

Dated March 27, 1997
Filed May 9, 1997
Misc. Book 210, page 735
Grants the authority to sign any documents in any way concerning the property described in entry 1 above.

5- Stuart Rothenberg and Joan Rothenberg, husband and wife

to

Warren Wechsler and Gail Young, husband and wife as joint tenants with full rights of survivorship and not as tenants in common Warranty Deed
Dated May 9, 1997
Filed May 9, 1997
Deed Book 212, page 900
Conveys the property described in entry 1 above. Signed by Brandon Nelson, attorney in fact for Stuart Rothenberg and for Joan Rothenberg.

6- Warren M. Wechsler and Gail L. Young, husband and wife

to

Central Valley Bank

Mortgage
Dated May 9, 1997
Filed May 9, 1997
Mortgage Book 153, page 438
Mortgages the property described in entry 1 above. Secures credit in the amount of \$67,200.00. Funding/Agreement date of

5/9/97; variable interest rate; with a maturity date of 5/9/12. States this is a purchase money mortgage.

7- Douglas County Bank & Trust Co.

to

PHH Mortgage Services Corporation

Assignment

Dated May 21, 1997 Filed May 23, 1997 Assignment Book 34, page 772

Assigns the Mortgage made by Stuart Rothenberg, filed April 7, 1992, in

Assignment Book 133, page 477. Signed by John W. King, senior vice president, and Amy S. Sorenson, assistant secretary.

8- Warren M. Wechsler and Gail L. Young, husband and wife

to

Central Valley Bank

Consumer Home Equity Line

Dated June 10, 1997 Filed June 17, 1997

Mortgage Book 153, page 915

Mortgages the property described in entry 1 above. Secures credit in the amount of \$15,000.00. Funding/Agreement date of

6/10/97; variable interest rate; with a maturity date of 6/10/98.

City of Fairfield, Iowa

to

The Public

Zoning Ordinance No. 876

Passed December 18, 1995 Filed December 20, 1995 Misc. Book 202, page 807

Amends Section 9.68.010 of the Municipal Code, to provide for the classification of

certain activities as nuisances.

10- City of Fairfield, Iowa

to

The Public

City Ordinance No. 645

Passed December 18, 1995 Filed December 20, 1995

Misc. Book 202, page 810

Modifies Section 20.12.085(d) of the

Municipal Code, by providing that "no fence

shall be constructed between the building line and the street line that is higher than three feet and more than 50% solid when viewed from a right angle to the plane of the fence. No hedge shall be planted in the front yard that is higher than three feet."

11- City of Fairfield, Iowa

to

The Public

City Ordinance No. 884

Passed March 25, 1996 Filed March 27, 1996 Misc. Book 210, page 10

Adopts an Official Zoning Map of the City of

Fairfield [not attached].

12- City of Fairfield, Iowa

to

The Public

City Ordinance No. 883

Passed April 8, 1996 Filed April 17, 1996

Misc. Book 210, page 67

Requires all buildings to place an address number on the building, at least 2 1/2 inches

in height.

Note: The following entry supplements this abstract as an addendum but does not extend the time period certified by this abstract. 13- PHH Mortgage Services Release Dated May 28, 1997 Corporation Filed June 24, 1997 Release Book 34, page 844 to Releases the mortgage filed April 7, 1992, in Mortgage Book 133, page 477. Stuart Rothenberg and Joan Signed by: Karen Ziegler, Assistant Vice Rothenberg President, and Susan Brown, Assistant Secretary. 14- The 1995-96 real estate taxes are \$683.00 per half. Both halves are paid. Parcel number 02-33-505-0002-000. STATE OF IOWA, Jefferson County - ss. I hereby certify that the foregoing is a full, complete, and correct abstract of the public records of Jefferson County, Iowa, affecting title to the real estate described in the caption, from the 7th day of April, 1992, at 12:00 p.m. to the 17th day of June, 1997, at 3:10 p.m. We do not certify as to special assessments which have not been certified to the office of the Jefferson County Treasurer for collection. It is certified that, unless otherwise shown, acknowledgements of all instruments are in legal form, and have been signed by the party or parties whose name or names appear at the entry of such instrument, and have been properly notarized. Dated at Fairfield, Iowa, September 23, 1997. BRANDON NELSON, P. C. Brandon Nelson Iowa Title Guaranty Division Abstracter Member Number 8582 4 -

OF ABSTRACT OF TITLE TO

- 1- Lot Two (2), and the North Ten (10) feet of Lot Three (3) Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa
- 2- This property is subject to various **ordinances** of the City of Fairfield, Iowa, the complete text of which is located at Fairfield City Hall.
- 3- Warren M. Wechsler & Gail L. Young, husband and wife

to

Central Valley Bank

Mortgage

Dated September 7, 1999
Filed September 14, 1999
Mortgage Book 167, page 067
Mortgages the property described in entry 1 above. Secures a promissory note for \$20,000.00. Borrowers' note is dated the same. Contains a due-on-sale clause.

4- Central Valley Bank

to

Warren Wechsler and Gail Young

Release of Mortgage

Dated December 21, 2000 Filed December 22, 2000 Release Book 38, page 382 Releases the mortgage given by Warren Wechsler and Gail Young to Central

Valley Bank, filed June 17, 1997 in Mortgage Book 153, page 915. Signed by its vice president.

5- Central Valley Bank

to

Warren Wechsler and Gail Young

Release of Mortgage

Dated December 21, 2000 Filed December 22, 2000 Release Book 38, page 383 Releases the mortgage given by

Warren Wechsler and Gail Young to Central Valley Bank, filed September 14, 1999 in Mortgage Book 167, page 067. Signed by vice president.

6- Warren M. Wechsler & Gail L. Young, husband and wife

to

Central Valley Bank

Mortgage

Dated December 18, 2000
Filed December 22, 2000
Mortgage Book 173, page 384
Mortgages the property described in entry 1 above. Secures a promissory note for \$30,000.00. Contains a due-on-sale clause.
Recites: "This is a Purchase Money Mortgage."

7-Warren M. Wechsler & Gail L. Young, husband and wife

to

Central Valley Bank

8-Warren M. Wechsler & Gail L. Young, husband and wife

to

Central Valley Bank

Central Valley Bank

to

Warren M. Wechsler & Gail L. Young, husband and wife

10- Oksana Shaddock

Frederick J. Shaddock

Mortgage

Dated June 2, 2003 Filed June 2, 2003 Image Record 2003-1756 Mortgages the property shown in entry 1. Contains a due-on-sale clause. Recites: "Purchase money mortgage"

Mortgage

Dated January 7, 2004 Filed January 8, 2004 Image Record 2004-0053 Mortgages the property shown in entry 1. Secures a note for \$40,000. Contains a due-onsale clause. Recites: "Purchase money mortgage"

Release of Mortgage

Dated March 9, 2004 Filed March 12, 2004 Image Record 2004-0614 Releases the mortgage filed December 22, 2000 in Mort Book 173, page 384. Signed by vice pres.

Power of Attorney

Dated August 14, 2006 Filed August 16, 2006 Image Record 2006-1948 Conveys the right to sign any deeds, mortgages, Promissory notes, loan, or other documents, release my homestead or other statutory rights, or take any actions in any way affecting the property shown in entry 1; irrevocable until August 16, 2006 at which time it will automatically expire.

11- Warren Wechsler & Gail Young, husband and wife

to

Frederick J. Shaddock and Oksana Shaddock, husband and wife as joint tenants with full rights of survivorship and not as tenants in common

Warranty Deed

Dated August 15, 2006 Filed August 16, 2006 Image Record 2006-1949 Conveys the property described in entry 1. Frederick J. Shaddock and Oksana S. Shaddock, husband and wife

to

JPMorgan Chase Bank, NA

Mortgage

Dated August 15, 2006 Filed August 16, 2006 Image Record 2006-1950 Mortgages the property described in entry 1. Secures a promissory note for \$85,500.00, secures borrowers' note dated the same, due

September 1, 2036. Contains a due-on-sale clause. Recites: "This is a Purchase Money Mortgage."

13- MidWestOne Bank, formerly known as Central Valley Bank

to

Warren M. Wechsler and Gail L. Young

Mortgage Release

Dated November 7, 2006 Filed November 7, 2006 Image Record 2006-2608 Releases the mortgage given by Warren M. Wechsler and Gail L. Young to Central Valley Bank dated and filed June 2, 2003 in Image

Record 2003-1756. Signed by its market president and loan officer.

14- MidWestOne Bank, formerly known as Central Valley Bank

to

Warren M. Wechsler and Gail L. Young

Mortgage Release

Dated November 7, 2006 Filed November 7, 2006 Image Record 2006-2609 Releases the mortgage given by Warren M. Wechsler and Gail L. Young to Central Valley Bank dated January 7, 2004 and filed January 8,

2004 in Image Record 2004-0053. Signed by its market president and loan officer.

15- MidWestOne Bank, formerly known as Central Valley Bank

to

hereby.

Warren M. Wechsler and Gail L. Young

Mortgage Release

Dated November 7, 2006 Filed November 7, 2006 Image Record 2006-2610 Releases the mortgage given by Warren M. Wechsler and Gail L. Young to Central Valley Bank dated and filed May 9, 1997 in Mortgage Book 153, page 438. Signed by its market president and loan officer.

Note: The previous entries 13, 14 and 15 supplement this abstract but do not extend the time certified

16- Real estate taxes: for the 2005-06 fiscal year are \$709.00 per half. The first half is paid. The tax parcel number is 02-33-0626 228 021, the address is shown as 806 North 4th Street, Fairfield, Iowa.

STATE OF IOWA, Jefferson County - ss.

I hereby certify that the foregoing is a full, complete, and correct abstract of the public records of Jefferson County, Iowa, affecting title to the real estate described at entry 1 above, from the 17th day of June, 1997, at 3:10 p.m. to the 16th day of August, 2006, at 12:07 p.m.

EXCEPT: The current office procedures of the Jefferson County lowa Clerk of Court and the ICIS Computer System may result in delays between the filing date and the point in time when such filed documents become accessible to the public.

We do not certify as to special assessments which have not been certified to the office of the Jefferson County Treasurer for collection.

It is certified that, unless otherwise shown, acknowledgments of all instruments are in legal form, and have been signed by the party or parties whose name or names appear at the entry of such instrument, and have been properly notarized.

Omitted from this continuation are judgments which have expired or have been satisfied, real estate contracts which have been forfeited, mortgages (including amendments, subordinations, affidavits concerning, and related modifications), UCC liens, and assignments of instruments for security purposes, liens, and assignments of instruments for security purposes, any of which have expired or have been released more than 10 years ago, during the period of time covered by this abstract.

Lien searches have been done on:

Warren M. Wechsler, Gail L. Young, Frederick J. Shaddock, and Oksana S. Shaddock

Dated at Fairfield, Iowa, February 6, 2007

BRANDON NELSON, P. C.

Brandon Nelson, Attorney lowa Title Guaranty Division

Abstracter Member Number 8582

TAX PAID 559
STAMP#

\$ 143.20
Charlotte M. Fleig

08/16/06 Jefferson
COUNTY

STATE OF IOWA
COUNTY OF JEFFERSON
FAITERED FOR TAXATION
Filed for Record AUG 16 2006
at 12:06 o'clock P. M.
Image record 2006-1949
Charlatem Aleig Recorder

1949

Prepared by: Brandon Nelson, P.C., 60 W. Burlington, Suite 204, Fairfield, IA 52556 (641) 472-8442

Return Deed to: Brandon Nelson, 60 W. Burlington, Suite 204, Fairfield, IA 52556

Send tax statement to: Frederick and Oksana Shaddock, 806 North 4th St., Fairfield, IA 52556

WARRANTY DEED

For ten dollars and other valuable consideration, Warren Wechsler and Gail Young, husband and wife, hereby convey to Frederick J. Shaddock and Oksana Shaddock, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following:

Lot Two (2) and the North Ten (10) feet of Lot Three (3), Lincoln Terrace Addition to the City of Fairfield, Jefferson County, Iowa.

Grantor(s) hereby covenant with grantees, and successors in interest, that grantor(s) hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment, shall be construed as singular or plural, and as masculine or feminine gender, according to the context.

Signed this _____ day of August, 2006

Warren Wechsler

STATE OF IOWA, COUNTY OF JEFFERSON, ss:

On August ______, 2006, before me, the undersigned, a Notary Public in and for said State, Warren Wechsler and Gail Young, personally appeared and acknowledged that they signed this deed as their voluntary act and deed.

BRANDON NELSON
Notarial Seal - IOWA
Commission No. 128469
My Commission Expires 6-8-07

Notary public in and for said State

9320

PLAT of LINCOLN TERRACE ADDITION to the city of Fairfield Filed for record October 20, 1916. Book 74 Page 66

1.9.				2051					IP.	
1.2.0	12		CAPPEN	385'	ST.			49.5	r	
	27.5							*.		
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		134:1.	8	7	134:1	56.9	4	56.9'		
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T.P.	MERRILL ST.									
396.4'	Ind. School Dist.								- 326.4	
	\$85.									
l	Quarter Line								I.R. S.E.Cov. of NET NE Sec. 26-12-16	

