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Class. 1070
COMPARED

ORIGINAL

STATE OF IOWA, Pottawattamie County
Filed for record 7 days of December
1972 at 12:00 P.M. and recorded
in book 72-16700

C. D. No. 50982-2

WARRANTY DEED

Joseph A. DeWan
Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That UNION PACIFIC RAILROAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, Grantor, in consideration of the sum of Twenty-eight Thousand Three Hundred Forty-four Dollars and Forty-nine Cents (\$28,344.49), to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto GENERAL WOOD WORKS CO., an Oklahoma Limited Partnership, Grantee, the following described real estate, situate, lying and being in the County of Pottawattamie, State of Iowa, to wit:

A tract of land situate in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 35, Township 75 North, Range 44 West of the Fifth Principal Meridian, in the City of Council Bluffs, Pottawattamie County, Iowa, bounded and described as follows:

Beginning at the northwest corner of Block 13 of the Fleming and Davis Addition to the City of Council Bluffs, Iowa, which is a point on the north and south center line of said Section 35 that is 875.60 feet distant southerly from the center of said section;

thence westerly along a straight line that forms an angle of 89°59'22" from north to west with said north and south center line of said Section 35, a distance of 985.86 feet;

thence southerly, at right angles, a distance of 191.67 feet;

thence easterly, at right angles, a distance of 985.90 feet, more or less, to a point in the north and south center line of said Section 35;

thence northerly, along said north and south center line, a distance of 191.67 feet, more or less, to the point of beginning;

containing an area of 4.338 acres, more or less.

EXCEPTING from this grant the power wire line located upon and across the above-described tract of land and RESERVING unto the Grantor a PERPETUAL EASEMENT, 50 feet in width, for the operation, maintenance, repair, renewal, relocation and reconstruction of said power wire line, being 25 feet in

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width, measured at right angles, on each side of the following described center line:

beginning at a point in the south line of the above described tract of land that is 266.0 feet distant westerly from the southeast corner thereof;

thence northerly along a straight line to a point in the north line of said tract of land that is 256.0 feet distant westerly from the northeast corner thereof.

This deed is made SUBJECT to the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises hereinbefore described for the year 1972 shall be paid as of the date of this deed between the Grantor and the Grantee, and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of this deed, and assumes all taxes and all assessments, and all installments of assessments for the year 1973 and subsequent years; and

(b) That certain deed dated April 1, 1971, from Union Pacific Railroad Company to Union Pacific Land Resources Corporation, identified in the records of the Railroad Company as C.R. No. 50982-1, whereby the Railroad Company quitclaimed to the Resources Corporation all of its right, title and interest in and to all minerals and all mineral rights in and underlying the above-described land;

TO HAVE AND TO HOLD, subject to the aforesaid exception, reservation and other provisions, the said premises, with all the rights and appurtenances thereto hereon, unto the said Grantee, its successors and assigns, forever, and said Union Pacific Railroad Company does hereby covenant with the said Grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and has good right to sell and convey the same, and that it will warrant and defend the title to said premises unto the said Grantee, its successors and assigns, forever, against the lawful claims of all persons whatsoever, except as herein mentioned.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of June, 1940, execute and deliver to The Chase National Bank of the City of New York a certain mortgage deed wherein and whereby said Railroad Company conveyed to said The Chase National Bank of the City of New York

72-16701

CONTINUED

as Trustee for the uses and purposes therein mentioned, among other things, the land hereinbefore described; and

WHEREAS, said The Chase National Bank of the City of New York was, on the 31st day of March, 1955, merged into the Bank of the Manhattan Company under the name of The Chase Manhattan Bank, and thereby said The Chase Manhattan Bank became successor to said The Chase National Bank of the City of New York as Trustee of said mortgage, and on September 23, 1965, The Chase Manhattan Bank was converted into The Chase Manhattan Bank (National Association) and its name changed thereto without affecting the continuity of its business or corporate existence. Said Bank is hereinafter referred to as The Chase Manhattan Bank.

NOW, THEREFORE, Know All Men By These Presents, that said THE CHASE MANHATTAN BANK, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exception, reservation and other provisions aforesaid, unto said General Wood Works Co., its successors and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described aforesaid, to be held by the said Grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of June, 1940.

This deed is executed by the Trustee without covenant or warranty, express or implied, and without recourse against it in any event.

IN WITNESS WHEREOF, the said Grantor, UNION PACIFIC RAILROAD COMPANY, and said THE CHASE MANHATTAN BANK, Trustee under said mortgage deed, dated June 1, 1940, each has caused this deed to be duly executed on its part this 28th day of September, 1972.

In Presence of: UNION PACIFIC RAILROAD COMPANY,
Attest: *R. B. [Signature]* By *[Signature]*
C. N. Olsen (Seal) Secretary *W. S. Cook* Vice President

In Presence of: THE CHASE MANHATTAN BANK,
(National Association), Trustee,
Attest: *[Signature]* By *[Signature]*
E. J. [Signature] (Seal) Assistant Secretary *A. R. [Signature]* President



72-16702

COMPARED

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS

On this 28th day of September, 1972

before me, a Notary Public in and for said County, in the State aforesaid, personally appeared W. S. Cook to me personally known, and to me personally known to be Vice President of UNION PACIFIC RAILROAD COMPANY, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is Vice President of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said W. S. Cook acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires March 30, 1974

(Seal)



Elizabeth L. Vella

ELIZABETH L. VELLA
Notary Public, State of New York
No. 30-6451360
Qualified in Nassau County
Certificate Filed in N.Y. Co. Clk's Office
Commission Expires March 30, 1974

72-15703

COMPARED

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 5th day of October 1972

before me, a Notary public in and for said County in the State aforesaid, personally appeared E. R. Bohm to me personally known, and to me personally known to be a second Vice President of THE CHASE MANHATTAN BANK (National Association), and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is a second Vice President of The Chase Manhattan Bank (National Association); that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said E. R. Bohm acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires KENNOR P. JONES
Notary Public, State of New York
31711523
New York County
Expires March 30, 1973

Kennor P. Jones
Notary Public



72-16704