

PLEASE NOTE: This Land Deed Record is the original copy. Legible reading may require going to the original copy.

Pat England, Recorder

LAND DEED Record No. 58

*Executor, Administrator, Guardian, Conservator, Trustee, Referee, Commissioner, or Receiver

STATE OF IOWA, County of Montgomery, ss. On this 5 day of January, 1967, before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Theodore M. Peterson to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as the voluntary act and deed of himself and of such fiduciary.

John F. Boeye
John F. Boeye, Notary Public in and for Said County.

SEAL

Use space for corporate fiduciary. Insert official titles with names.

CERTIFICATE

I hereby certify that a court order confirming the above sale pursuant to Section 401 of the Probate Code has been entered of record and the foregoing instrument is recorded in the records of my office. Witness my hand and the seal of this Court affixed this 9th day of January, 1967.

SEAL

Phyllis Stebbins
Phyllis Stebbins Clerk of District Court
Montgomery County, Iowa.

Probate Code Sections 4, 383 to 402, 652 and 699(2).

Filed for record March 17, 1967 A. D. at 10:44 O'clock A. M. Opal M. Nielsen, Recorder.

Recording Fee \$ 2.50 EASEMENT FOR WATER LINE No. 547

Devco, Inc.) For and in consideration of the sum of One and no/100 Dollars (\$1.00)
to) and other good and valuable consideration, in hand paid by the City of
The City of Red Oak, Ia.) Red Oak, Iowa, receipt of which is hereby acknowledged, the undersigned
Devco Inc. does hereby grant unto said City of Red Oak, Iowa, Grantee, a
permanent easement for the construction and maintenance and operation of a water line across the N 1/2
of SW 1/4, NE 1/4 and part of the N 1/2 of the SE 1/4 NE 1/4, all in Section 21, Township 72 North,
Range 38 West of the 5th P.M., Montgomery County, Iowa, and lying north of the following
described centerline: Beginning at the West line of the N 1/2 of the SW 1/4, NE 1/4 of Section 21, and
47.5 feet North of the North right-of-way line of said Highway No. 34; thence east on a line parallel
with and 47.5 feet North of the North right-of-way line of said Highway No. 34 for 1346.5 feet.

The City of Red Oak, Iowa will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance, operation, or removal of said water line; and this easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until released in writing by Grantee or until the removal and abandonment of said line.

IN WITNESS WHEREOF, we have set our hands hereto this 18 day of March, A. D. 1967.

DEVCO, INC.

By Harold C. Bastron
Harold C. Bastron, President

By Paul L. Dutton
Paul L. Dutton, Secretary

STATE OF IOWA

MONTGOMERY COUNTY ss:

On this 18 day of March, A. D. 1967, before me, the undersigned a Notary Public in and for said County, in said State, personally appeared Harold C. Bastron and Paul L. Dutton, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Harold C. Bastron and Paul L. Dutton as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

SEAL

Keith D. Engquist
(Keith D. Engquist)
Notary Public in and for Montgomery County, Iowa.

Filed for record March 18th A. D., 1967 at 9:48 o'clock A. M. Opal M. Nielsen, Recorder.

Recording Fee \$ 2.50 EASEMENT FOR SANITARY SEWER No. 548

Devco, Inc.) For and in consideration of the sum of One and no/100 Dollars (\$1.00)
to) and other valuable consideration, in hand paid by the City of Red Oak,
The City of Red Oak, Iowa) Iowa, receipt of which is hereby acknowledged, the undersigned Devco Inc.
does hereby grant unto said City of Red Oak, Iowa, Grantee, a permanent
easement for the construction and maintenance and operation of a sanitary sewer line across the N 1/2
of SW 1/4, NE 1/4 and part of the N 1/2 of SE 1/4, NE 1/4, all in section 21, Township 72 North, Range 38
West of the 5th P. M., Montgomery County, Iowa, and lying North of the North right-of-way line of new
Highway 34; said easement being 10.0 feet in width, being 5.0 feet on each side of the following described
center line: Beginning at a sanitary sewer manhole in what is an extension to the North of 8th Street
in the City of Red Oak, Iowa, and 20.0 feet more or less North of the North right-of-way line of said
Highway 34; thence Northeasterly for 175 feet to a point 40.0 feet north of said North right-of-way line
of Highway 34; thence easterly on a line parallel with and 40.0 feet North of said North right-of-way
line of Highway 34 for 1172.5 feet, together with ingress and egress to and from the same, and all the
rights and privileges incident and necessary to the enjoyment of this grant.

The City of Red Oak, Iowa will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance, operation, or removal of said sanitary sewer line; and this easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until released in writing by Grantee or until the removal and abandonment of said line.

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Pat England, Recorder

LAND DEED

Record No. 58

FISKE & CHAMBERLAIN CO., DAYTON, OHIO, 1964-1971

IN WITNESS WHEREOF, we have set our hands hereto this 18 day of March, A. D. 1967.

DEVCO, INC.
By Harold C. Bastron
Harold C. Bastron, President
By Paul L. Dutton
Paul L. Dutton, Secretary

STATE OF IOWA

MONTGOMERY COUNTY ss:
On this 18 day of March, A. D. 1967, before me, the undersigned a Notary Public in and for said County, in said State, personally appeared Harold C. Bastron and Paul L. Dutton, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument, that no seal on behalf of said corporation by authority of its Board of Directors; and that the said Harold C. Bastron and Paul L. Dutton as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

SEAL Keith D. Engquist
(Keith D. Engquist)
Notary Public in and for Montgomery County, Iowa.

Filed for record March 18th A. D., 1967 at 9:48 o'clock A. M. Opal M. Nielsen, Recorder.

Recording Fee \$1.50 : RELEASE OF ASSIGNMENT OF CONTRACT ***** NO. 556

Griswold State Bank) KNOW ALL MEN BY THESE PRESENTS:
to) That Griswold State Bank, a Corporation, of Griswold County of Cass, Iowa,
Gladys Scharf) does hereby certify that a certain Assignment of contract bearing date the 4 day
of November 1966, made and executed by Gladys Scharf and recorded in the office of the Recorder of the
County of Montgomery, Iowa, on the 11 day of January, 1967, in Book 57 of (File #58) Land Deed Records
on page 534, has been redeemed, fully paid, satisfied and discharged; and the said Recorder is hereby
authorized to satisfy the same of record.
Signed and executed this 17 day of March 1967

SEAL Griswold State Bank
By R. V. Prokop
R. V. Prokop, Pres
By Edward T. Wolf
Edward T. Wolf Cashier

ACKNOWLEDGMENT FOR SATISFACTION-BY CORPORATION

STATE OF IOWA, Cass County, ss.
On this 17/day of March 19 67, before me, Dorothy E. Peters a Notary Public in and for Cass County, Iowa, appeared R. V. Prokop and Edward T. Wolf to me personally known, who being by me duly sworn, did say that R. V. Prokop is the President, and that Edward T. Wolf is the Cashier of the Griswold State Bank a corporation located at Griswold, Iowa, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that said instrument was by them signed and sealed in behalf of the said corporation, by authority of its Board of Directors, and said R. V. Prokop and Edward T. Wolf acknowledged the execution of this instrument to be the voluntary act and deed of the said corporation, by them voluntarily executed.

WITNESS my hand and notarial seal, the day and year last above written.
Dorothy E. Peters
Notary Public in and for Cass County, Iowa
Dorothy E. Peters

SEAL
Filed for record March 20, 1967 A. D. at 1:38 O'clock P. M. Opal M. Nielsen, Recorder.

Recording Fee \$2.50 : WARRANTY DEED ***** NO. 559

Blanche Pettengill and husband et al.) Know All Men by These Presents: Blanche Pettengill and Clifford
to) Pettengill, her husband, Lowell Rupp and Cecil Rupp, his wife;
Clifford Rupp et al) Cecil Ackerman and Floyd Ackerman, her husband; Gordon Rupp and
Georganna Rupp, his wife; Lloyd Rupp and Pauline Rupp, his wife;
Clifford Rupp and Lois Rupp, his wife; Gerald Rupp and Darlene Rupp, his wife; Doris Bryson and Junior
Bryson, her husband; and Ruby Courcier and Everett Courcier, her husband; in consideration of the sum of
THIRTY THOUSAND AND NO/HUNDREDTHS DOLLARS-----(\$30,000.00) in hand paid do hereby Convey unto
Clifford Rupp and Lois Rupp, as joint tenants with full rights of survivorship and not as tenants in
common the following described real estate, situated in Montgomery County, Iowa, to-wit:
The Southeast Quarter (SE 1/4) of Section Twenty-four (24), Township Seventy-three (73)
North, Range Thirty-six (36) West of the 5th P.M., Montgomery County, Iowa.

And the grantors do Heraby Covenant with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple, that they have good and lawful authority to sell and convey the same; that said premises are Free and Clear of all Liens and Encumbrances whatsoever except as may be above stated; and said grantors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 6th day of March, 1967.

Blanche Pettengill Pauline Rupp Floyd Ackerman
Blanche Pettengill Pauline Rupp Floyd Ackerman
Clifford Pettengill Clifford Rupp Gordon Rupp
Clifford Pettengill Clifford Rupp Gordon Rupp
Lowell Rupp Lois Rupp Georganna Rupp
Lowell Rupp Lois Rupp Georganna Rupp
Cecil Rupp Gerald D. Rupp Lloyd Rupp
Cecil Rupp Gerald Rupp Lloyd Rupp
Cecil Ackerman Darlene Rupp
Cecil Ackerman Darlene Rupp