# EEL 47

# NO. 47

# STATE OF WISCONSIN

# SECRETARY OF STATE

# RAILROAD MORTGAGES

VOL. 47

414.53

SOO LINE RAILROAD COMPANY

TO

THE NORTHERN TRUST COMPANY

TRUSTEE

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FOURTH

SUPPLEMENTAL INDENTURE

SUPPLEMENTING THE

INDENTURE OF MOTRGAGE AND DEED OF TRUST OF MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY TO THE NORTHERN TRUST COMPANY, TRUSTEE, DATED AS OF JANUARY 1, 1944

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of January 1, 1961, between SOO LINE RAILROAD COMPANY (formerly named Duluth, South Shore and Atlantic Railroad Company), a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter referred to as the New Company), party of the first part, and THE NORTHERN TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Illinois (hereinafter referred to as the Trustee), party of the second part,

WITNESSETH:

WHEREAS, Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a Minnesota corporation (hereinafter referred to as the Minneapolis Company), executed and delivered to the Trustee an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1944 (hereinafter referred to as the original Mortgage), and a First Supplemental Indenture, dated as of January 16, 1956, and a Second Supplemental Indenture, dated as of January 1, 1958, and a Thired Supplemental Indenture, dated as of July 12, 1960 (the Original Mortgage as supplemented by said First, Second and Third Supplemental Indentures being hereinafter referred to as the Mortgage); and

WHEREAS, the Minneapolis Company executed and delivered to Harris Trust and Savings Bank, as trustee, an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1944 (hereinafter referred to as the Original General Mortgage), and a First Supplemental Indenture, dated as of January 16, 1956, and a Second Supplemental Indenture dated as of January 1, 1958, and a Third Supplemental Indenture, dated as of July 12, 1960 (the Original General Mortgage as supplemented by said First, Second and Third Supplemental Indentures being hereinafter referred to as the General Mortgage); and

WHEREAS, the Original Mortgage expressly reserved the right of the Minneapolis Company to merge into another corporation, as provided and with the exceptions and upon the terms and conditions set forth in Article IX of the Original Mortgage; and

WHEREAS, on December 30, 1960, pursuant to a Plan of Merger and with the approval and authorization of the Interstate Commerce Commission, the Minneapolis Company and Wisconsin Central Railroad Company, a Minnesota corporation (hereinafter referred to as the Wisconsin Company), were merged into the New Company (then named the Duluth, South Shore and Atlantic Railroad Company and hereinafter referred to as the Duluth Company prior to the merger) as the surviving corporation; and

WHEREAS, Section 1 of Article IX of the Original Mortgage provides that the conditions contained therein shall not be construed as requiring that in the event of a merger a separate income account shall thereafter be maintained in respect of the operation of the properties subject to the lien of the Mortgage, but in lieu thereof provisions may be made which shall be equitable and practical with respect to the apportionment of the revenues and expenses of the successor corporation to establish a basis for the determination and application of Available Net Income as required under Article V, or for the purpose of determining and applying funds to the payment of interest on any contingent interest bonds of the Minneapolis Company or for the purpose of determining the amount of payments required to be made into or out of the Capital Fund or for any other purpose fulfilling the provisions and conditions of the Mortgage; provided that any such provisions shall be approved by the Interstate Commerce Commission and, unless such Commission shall find that no material alteration of the rights of the Bondholders is thereby effected and shall so determine, they shall also be consented to or approved by the holders of a majority in principal amount of the Outstanding Bonds; and

WHEREAS, the provisions hereinafter set forth in lieu of a separate income account have been approved by the Interstate Commerce Commission in preceedings entitled "duluth, South Shore & Atlantic Railroad Company - Merger", Finance Docket No. 21,108, and the Commission has found and determined that no material alteration of the rights of the Bondholders is thereby effected; and

WHEREAS, Section 1 of Article IX of the Original Mortgage provides that compliance with the requirements set forth in said Article shall be evidenced by a Supplemental Indenture; and

WHEREAS, the New Company, as the successor of the Minneapolis Company, has authorized the execution and delivery of this Fourth Supplemental Indenture;

NOW, THEREFORE, in consideration of the premises, and of the sum of Ten Dollars paid by the Trustee to the New Company, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE

DEFINITIONS

For all purposes of this Fourth Supplemental Indenture, unless the context otherwise requires:

"Merger" means the merger of the Minneapolis Company and the Wisconsin Company into the New Company, effected on December 30, 1960 pursuant to a Plan of Merger approved and authorized by the Interstate Commerce Commission by order dated November 30, 1960, in Finance Docket No. 21,108.

"Duluth Mortgage" means the First Mortgage of the Duluth Company to Central Hanover Bank and Trust Company (now the Hanover Bank), as trustee, dated as of January 1, 1949, as amended by the First Supplemental Indenture and the Second Supplemental Indenture thereto, dated as of January 1, 1960, and January 1, 1961, respectively.

"Wisconsin Mortgages" means:

(a) The First Mortgage of the Wisconsin Company to First National Bank of Minneapolis and Frank B. Weck, as trustees, dated as of January 1, 1954; and

(b) The General Mortgage of the Wisconsin Company to The Northern Trust Company and Thomas H. Jolls, as trustees, dated as of January 1, 1954.

"Minneapolis Mortgages" means the Mortgage and the General Mortgage.

"New Company Mortgages" means the Minneapolis Mortgages, the Wisconsin Mortgages, and the Duluth Mortgage.

All other terms used herein that are defined in Article I of the Original Mortgage shall have the same meanings as there defined except to the extent expressly modified herein.

ARTICLE TWO

ASSUMPTION OF MORTGAGE

SECTION 1. The New Company assumes the due and punctual payment of the principal of and interest on all of the Bonds issued and outstanding under the Mortgage according to their tenor and purport, and the due and punctual performance of all of the terms, covenants and conditions of the Mortgage required to be kept, preserved and performed by the Minneapolis Company.

(1) All property, rights and franchises hereafter constructed or acquired which shall be appurtenant or incident to any property that was subject to the lien of the Mortgage at the time of the Merger;

(2) All property, rights and franchises hereafter constructed or acquired in whole or in part by the issuance of Bonds, General Mortgage Bonds or Prior Lien Bonds;

(3) All property, rights and franchises hereafter constructed or acquired with cash now or at any time hereafter held by the Trustee or by the trustee under the General Mortgage or under any mortgage securing Prior Lien Bonds, or in exchange for property released from the lien thereof, or the acquisition or construction of which has been or shall be made the basis of the withdrawal of cash or the issuance of Bonds or General Mortgage Bonds;

(4) All betterments, extensions, improvements and additions of, to, upon and for the property, rights and franchises subject to the lien of the Mortgage;

(5) All repairs, renewals, replacements, substitutions and alterations of, to, upon or for such property, rights and franchises;

(6) All property, rights and franchises hereafter acquired pursuant to any covenant contained in the Mortgage which may be purchased, constructed or otherwise acquired by the New Company from and after the effective date of the Merger; and

(7) All other property of every kind and description, whether real, personal or mixed, whether tangible or intangible, and whether consisting of present or future interests, hereafter constructed or acquired by the New Company which is appurtenant to any property acquired by the issuance of Bonds, General Mortgage Bonds or Prior Lien Bonds, or acquired with cash now or at any time hereafter held by the Trustee or by the trustee under the General Mortgage or under any mortgage securing Prior Lien Bonds.

SECTION 3. The New Company covenants that all property and franchises hereafter acquired by it and necessary to the full and complete performance of any covenant contained in the Mortgage relating to the deposit of securities, to the maintenance and upkeep of the mortgaged property, to the supply to the lines of railroad included in the Mortgage of adequate and efficient equipment, to the making of all needful and proper repairs, renewals, replacements, substitutions and alterations and to the preservation and keeping in full effect of all rights, franchises and privileges subject to the lien of the Mortgage, or of any other covenant therein, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the lien of the Mortgage.

SECTION 4. The New Company covenants to keep the property subject to the lien of the Mortgage, so far as practicable, readily identifiable; and the Trustee, by accepting or joining in this Fourth Supplemental Indenture, shall not be deemed impliedly to have waived any rights it would otherwise have had.

ARTICLE THREE

APPORTIONMENT OF REVENUES AND EXPENSES

SECTION 1. In lieu of maintaining a separate income account in respect of the operation of the properties subject to the lien of each of the New Company Mortgages, the following provisions are made for the apportionment of revenues and expenses of the New Company to establish a basis for the determination and application of Available Net Income under each of such Mortgages, or for the purpose of determining and applying funds to the payment of interest on any contingent interest bonds under each of such Mortgages, or for the purpose of determining the amount of payments required to be made into or out of the Capital Fund and Sinking Fund created and maintained under the Minneapolis Mortgages and the several Road Replacement Fuds, Equipment Replacement Funds and Sinking Funds created and maintained under the Wisconsin Mortgages and the Duluth Mortgage, or for any other purpose fulfilling the provisions and conditions of such Mortgages:

(a) For the purpose of apportioning the revenues and expenses of the New Company, the operations of the properties subject to the liens of the New Company Mortgages shall be grouped under three divisions, viz.: the Minneapolis Division, being the properties subject to the liens of the Minneapolis Mortgages; the Wisconsin Division, being the properties subject to the liens of the Wisconsin Mortgages; and the Duluth Division, being the properties subject to the lien of the Duluth Mortgage.

(b) Depreciation of way and structures, depreciation of equipment, amortization of defense projects and charges to operating expense for non-depreciable road property retired shall be apportioned among the three Divisions on the basis of their application to the properties subject to the liens of their respective Mortgages.

(c) Rent for leased road and equipment (i.e., leased from other railroads) under obligations in existence at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of the Minneapolis Company, the Wisconsin Company and the Duluth Company thereunder.

(d) Fixed interest on unfunded debt of the Minneapolis Company, the Wisconsin Company and the Duluth Company as such debt existed at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of such Corporations thereunder.

(e) Fixed interest on funded debt and amortization of discount on funded debt, except charges to income on account of equipment obligations, of the Minneapolis Company, the Wisconsin Company and the Duluth Company as the same existed at the date of the Merger or as shall be incurred by the New Company in refunding or refinancing such debt or in refunding or refinancing contingent interest obligations as they existed on said date with fixed interest obligations, shall be apportioned among the three Divisions on the basis of the respective obligations of such corporations thereunder.

(f) Substantial adjustments of income necessary to correct the income accounts of the Minneapolis Company, the Wisconsin Company or the Duluth Company for periods prior to the date of the Merger shall be apportioned solely to the Division or Divisions directly affected by such adjustments, for which purpose all adjustments related to federal income taxes, and in the case of all other adjustments related to a single transaction or series of related transactions only those in excess of $25,000, sahll be considered to be substantial.

(g) The net amount of all other revenues, expenses and fixed charges of the New Company shall be apportioned among the three Divisions on the basis of the following percentages, viz.: 48.65% to the Minneapolis Division, 43.34% to the Wisconsin Division, and 8.01% to the Duluth Division

SECTION 2. The apportionments provided in Section 1 of this Article Three shall be made for each calendar year, beginning with the calendar year 1961; and for the calendar year 1961 shall be made in the same manner as if the Merger had been effected on January 1 of that year and the New Company had come into ownership and operation of the properties subject to the liens of the several New Company Mortgages on that date.

SECTION 3. Whenever for any calendar year the amount of Available Net Income of the Minneapolis Division, Wisconsin Division or Duluth Division, determined on the basis of the apportionment of revenues and expenses in accordance with the provisions of Section 1 of Article Three of this Fourth Supplemental Indenture, is insufficient to cover the amount required to satisfy in full the specific purposes to which Available Net Income for such year is required to be applied under the New Company Mortgage or Mortgages of such Division (hereinafter referred to as a deficiency), then if there is an excess for such year in the amount required for such purposes under the New Company Mortgage or Mortgages of any other Division or Divisions, the Company covenants to apply such excess, or so much thereof as shall be necessary, as follows: (a) if there is a deficiency in only one Division, in full to that Division; or (b) if there are deficiencies in two Divisions, to such Divisions according to the ratio of the deficiency of each to the aggregate of such deficiencies.

ARTICLE FOUR

CONCERNING THE TRUSTEE

The Trustee hereby joins in the execution of this Fourth Supplemental Indenture upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Indenture or the due execution hereof by the New Company or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Company. No implied covenant or obligation shall be read into this Fourth Supplemental Indenture against the Trustee but the duties and obligations of the Trustee shall be determined solely by the expressed provisions of this Fourth Supplemental Indenture. In general, each and every term and condition contained in Article XII of the Original Mortgage shall apply to and form a part of this Fourth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions as may be appropriate to make the same conform to this Fourth Supplemental Indenture.

ARTICLE FIVE

GENERAL

This is a supplemental indenture to and shall be a part of the Mortgage, and each of the covenants and obligations of the New Company herein contained shall be subject to the provisions of the Mortgage.

Without limiting the generality of the foregoing, the defaults enumerated in Section 2 of Article XIII of the Original Mortgage shall include defaults in the covenants, conditions and agreements on the part of the New Company, its successors or assigns, contained in this Fourth Supplemental Indenture.

This Fourth Supplemental Indenture may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, SOO LINE RAILROAD COMPANY, the party of the first part, has caused this Fourth Supplemental Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary, and THE NORTHERN TRUST COMPANY, as Trustee as aforesaid, the party of the second part, has caused this Fourth Supplemental Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary of an Assistant Secretary, all as of the day and year first hereinabove written.

SOO LINE RAILROAD COMPANY

SEAL

BY LEONARD H. MURRAY
Leonard H. Murray
President

ATTEST:

THOMAS M. BECKLEY
Thomas M. Beckley
Secretary

In the presence of

IRENE L. ANDERSON
Irene L. Anderson

ROBERT G. GEHRZ
Robert G. Gehrz

THE NORTHERN TRUST COMPANY,
as Trustee

SEAL

By T. H. JOLLS
T. H. Jolls
Vice President

ATTEST:

WM. C. KNECHT
Wm. C. Kencht
Assistant Secretary

In the presence of

DOROTHY GROSSER
Dorothy Grosser

NORINE BROSNAN
Norine Brosnan

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

On this 3rd of January, 1961, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared Leonard H. Murray and Thomas M. Beckley, to me personally known and to me known to be the President and Secretary, respectively, of SOO LINE RAILROAD COMPANY, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its board of directors. And said Leonard H. Murray and Thomas M. Beckley acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd of January, 1961.

EDWIN G. WATTS
Edwin G. Watts

Notary Public, Hennepin County, Minn.
My commission expires Oct. 10, 1966.

NOTARIAL SEAL

STATE OF ILLINOIS ) SS.
COUNTY OF COOK )

On this 4th day of January, 1961, before me, Milton D. Ekstrom, a Notary Public in and for the County and State aforesaid, personally appeared T. H. Jolls and Wm. C. Knecht, to me personally known to be a Vice President and an Assistant Secretary, respectively, of THE NORTHERN TRUST COMPANY, an Illinois corporation, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are a Vice President and an Assistant Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered, on behalf of said corporation by its authority and the authority of its board of directors. And said T. H. Jolls and Wm. C. Knecht acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 4th day of January, 1961.

MILTON D. EKSTROM
Milton D. Ekstrom

Notary Public

NOTARIAL SEAL

My commission expires: June 11, 1962.

STATE OF ILLINOIS ) SS.
COUNTY OF COOK )

Thomas M. Beckley, being first duly sworn, deposes and says that he is Secretary of SOO LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Minnesota, which executed as mortgagor the Supplemental Indenture to which this affidavit is appended, that the consideration of said Supplemental Indenture was actual and adequate, that the same was given in good faity for the purposes set forth therein, and that THE NORTHERN TRUST COMPANY, the trustee named in said Supplemental Indenture, has delivered to said Railroad Company, and said Railroad Company has received, a duplicate copy of said Supplemental Indenture as executed.

THOMAS M. BECKLEY
Thomas M. Beckley

Subscribed and sworn to before me on this 4th day of January, 1961.

MILTON D. EKSTROM
Milton D. Ekstrom

Notary Public

NOTARIAL SEAL

My commission expires: June 11, 1962.

STATE OF WISCONSIN )
Department of State ) ss.
Received this 12th day of
Jan. A. D. 19 61 at 10
o'clock A. M. and recorded in Vol.
47 of R R M
on page 1-8 (1-5)
Secretary of State

SOO LINE RAILROAD COMPANY

TO

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

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FOURTH SUPPLEMENTAL INDENTURE

DATED AS OF JANUARY 1, 1961

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SUPPLEMENTING THE

INDENTURE OF MORTGAGE AND DEED OF TRUST

OF

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY TO

HARRIS TRUST AND SAVINGS BANK, TRUSTEE, DATED AS OF JANUARY 1, 1944

THIS FOURTH SUPPLEMENTAL INDENTURE, dated as of January 1, 1961, between SOO LINE RAILROAD COMPANY (formerly named Duluth, South Shore and Atlantic Railroad Company), a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter referred to as the New Company), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under the laws of the State of Illinois (hereinafter referred to as the Trustee), party of the second part,

WITNESSETH:

WHEREAS, Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a Minnesota corporation (hereinafter referred to as the Minneapolis Company), executed and delivered to the Trustee an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1944 (hereinafter referred to as the Original Mortgage), and a First Supplemental Indenture, dated as of January 16, 1956, and a Second Supplemental Indenture, dated as of January 1, 1958, and a Third Supplemental Indenture, dated as of July 12, 1960 (the Original Mortgage as supplemented by said First, Second and Third Supplemental Indentures being hereinafter referred to as the Mortgage); and

WHEREAS, the Minneapolis Company executed and delivered to The Northern Trust Company, as trustee, an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1944 (hereinafter referred to as the Original First Mortgage), and a First Supplemental Indenture, dated as of January 16, 1956, and a Second Supplemental Indenture, dated as of January 1, 1958, and a Third Supplemental Indenture dated as of July 12, 1960 (the Original First Mortgage as supplemented by said First, Second and Third Supplemental Indentures being hereinafter referred to as the First Mortgage); and

WHEREAS, the Original Mortgage expressly reserved the right of the Minneapolis Company to merge into another corporation, as provided and with the exceptions and upon the terms and conditions set forth in Aeticle IX of the Original Mortgage; and

WHEREAS, on December 30, 1960, pursuant to a Plan of Merger and with the approval and authorization of the Interstate Commerce Commission, the Minneapolis Company and Wisconsin Central Railroad Company, a Minnesota corporation (hereinafter referred to as the Wisconsin Company), were merged into the New Company (then named the Duluth South Shore and Atlantic Railroad Company and hereinafter referred to as the Duluth Company prior to the merger) as the surviving corporation; and

WHEREAS, Section 1 of Article IX of the Original Mortgage provides that the conditions contained therein shall not be construed as requiring that in the event of a merger a separate income account shall thereafter be maintained in respect of the operation of the properties subject to the lien of the Mortgage, but in lieu thereof provisions may be made which shall be equitable and practical with respect to the apportionment of the revenues and expenses of the successor corporation to establish a basis for the determination and application of Available Net Income as required under Article V, or for the purpose of determining and applying funds to the payment of interest on any contingent interest bonds of the Minneapolis Company or for the purpose of determining the amount of payments required to be made into or out of the Capital Fund or for any other purpose fulfilling the provisions and conditions of the Mortgage; provided that any such provisions shall be approved by the Interstate Commerce Commission and, unless such Commission shall find that no material alteration of the rights of the Bondholders is thereby effected and shall so determine, they shall also be consented to or approved by the holders of a majority in principal amount of the Outstanding Bonds; and

WHEREAS, the provisions hereinafter set forth in lieu of a separate income account have been approved by the Interstate Commerce Commission in proceedings entitled "Duluth, South Shore & Atlantic Railroad Company - Merger", Finance Docket No. 21,108, and the Commission has found and determined that no material alteration of the rights of the Bondholders is thereby effected; and

WHEREAS, Section 1 of Article IX of the Original Mortgage provides that compliance with the requirements set forth in said Article shall be evidenced by a Supplemental Indenture; and

WHEREAS, the New Company, as the successor of the Minneapolis Company, has authorized the execution and delivery of this Fourth Supplemental Indenture;

NOW, THEREFORE, in consideration of the premises, and of the sum of Ten Dollars paid by the Trustee to the New Company, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE

DEFINITONS

For all purposes of this Fourth Supplemental Indenture, unless the context otherwise requires:

"Merger" means the merger of the Minneapolis Company and the Wisconsin Company into the New Company, effected on December 30, 1960, pursuant to a Plan of Merger approved and authorized by the Interstate Commerce Commission by order dated November 30, 1960, in Finance Docket No. 21,108.

"Duluth Mortgage" means the First Mortgage of the Duluty Company to Central Hanover Bank and Trust Company (now The Hanover Bank), as trustee, dated as of January 1, 1949, as amended by the First Supplemental Indenture and the Second Supplemental Indenture thereto, each dated as of January 1, 1960, and January 1, 1961, respectively.

"Wisconsin Mortgages" means:

(a) The First Mortgage of the Wisconsin Company to First National Bank of Minneapolis and Frank B. Weck, as trustees, dated as of January 1, 1954; and

(b) The General Mortgage of the Wisconsin Company to The Northern Trust Company and Thomas H. Jolls, as trustees, dated as of January 1, 1954.

"Minneapolis Mortgages' means the Mortgage and the First Mortgage;

"New Company Mortgages" means the Minneapolis Mortgages, the Wisconsin Mortgages, and the Duluth Mortgage.

All other terms used herein that are defined in Article I of the Original Mortgage shall have the same meanings as there defined except to the extent expressly modified herein.



ARTICLE TWO

ASSUMPTION OF MORTGAGE

SECTION 1. The New Company assumes the due and punctual payment of the principal of and interest on all of the Bonds issued and outstanding under the Mortgage according to their tenor and purport, and the due and punctual performance of all of the terms, covenants and conditions of the Mortgage required to be kept, preserved and performed by the Minneapolis Company.

SECTION 2. The New Company confirms the lien of the Mortgage upon all of the property that was subject to the lien thereof immediately prior to the Merger, and hereby subjects to the lien and operation of the Mortgage, as fully as though the Merger had not taken place and the same had been acquired by the Minneapolis Company:

(1) All property, rights and franchises hereafter constructed or acquired which shall be appurtenant or incident to any property that was subject to the lien of the Mortgage at the time of the Merger;

(2) All property, rights and franchises hereafter constructed or acquired in whole or in part by the issuance of Bonds, First Mortgage Bonds or Prior Lien Bonds;

(3) All property, rights and franchises hereafter constructed or acquired with cash now or at any time hereafter held by the Trustee or by the Trustee under the First Mortgage or under any mortgage securing Prior Lien Bonds, or in exchange for property released from the lien thereof, or the acquisition or construction of which has been or shall be made the basis of the withdrawal of cash or the issuance of Bonds or First Mortgage Bonds;

(4) All betterments, extensions, improvements and additions of, to upon and for the property, rights and franchises subject to the lien of the Mortgage;

(5) All repairs, renewals, replacements, substitutions and alterations of, to, upon or for such property, rights and franchises;

(6) All property, rights and franchises hereafter acquired pursuant to any covenant contained in the Mortgage which may be purchased, constructed or otherwise acquired by the New Company from and after the effective date of the Merger; and

(7) All other property of every kind and description, whether real, personal or mixed, whether tangible or intangible, and whether consisting of present or future interests, hereafter constructed or acquired by the New Company which is appurtenant to any property acquired by the issuance of Bonds, First Mortgage Bonds or Prior Lien Bonds, or acquired with cash now or at any time hereafter held by the Trustee or by the trustee under the First Mortgage or under any mortgage securing Prior Lien Bonds.

SECTION 3. The New Company covenants that all property and franchises hereafter acquired by it and necessary to the full and complete performance of any covenant contained in the Mortgage relating to the deposit of securities, to the maintenance and upkeep of the mortgaged property, to the supply to the lines of railroad included in the Mortgage of adequate and efficient equipment, to the making of all needful and proper repairs, renewals, replacements, substitutions and alterations and to the preservation and keeping in full effect of all rights, franchises and privileges subject to the lien of the Mortgage, or of any other covenant therein, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the lien of the Mortgage.

SECTION 4. The New Company covenants to keep the property subject to the lien of the Mortgage, so far as practicalbe, readily identifiable; and the Trustee, by accepting or joining in this Fourth Supplemental Indenture, shall not be deemed impliedly to have waived any rights it would otherwise have had.

ARTICLE THREE

APPORTIONMENT OF REVENUES AND EXPENSES

SECTION 1. In lieu of maintaining a separate income account in respect of the operation of the properties subject to the lien of each of the New Company Mortgages, the following provisions are made for the apportionment of revenues and expenses of the New Company to establish a basis for the determination and application of Available Net Income under each of such Mortgages, or for the purpose of determining and applying funds to the payment of interest on any contingent interest bonds under each of such Mortgages, or for the purpose of determining the amount of payments required to be made into or out of the Capital Fund and Sinking Fund created and maintained under the Minneapolis Mortgages and the several Road Replacement Funds, Equipment Replacement Funds and Sinking Funds created and maintained under the Wisconsin Mortgages and the Duluth Mortgage, or for any other purpose fulfilling the provisions and conditions of such Mortgages:

(a) For the purpose of apportioning the revenues and expenses of the New Company, the operations of the properties subject to the liens of the New Company Mortgages shall be grouped under three divisions, viz: the Minneapolis Division, being the properties subject to the liens of the Minneapolis Mortgages; the Wisconsin Division, being the properties subject to the liens of the Wisconsin Mortgages; and the Duluth Division, being the properties subject to the lien of the Duluth Mortgage.

(b) Depreciation of way and structures, depreciation of equipment, amortization of defense projects and charges to operating expenses for non-depreciable road property retired shall be apportioned among the three Divisions on the basis of their application to the properties subject to the liens of their respective Mortgages.

(c) Rent for leased road and equipment (i.e., leased from other railroads), under obligations in existence at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of the Minnesota Company, the Wisconsin Company and the Duluth Company thereunder.

(d) Fixed interest on unfunded debt of the Minneaplis Company, the Wisconsin Company and the Duluth Company as such debt existed at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of such corporations thereunder.

(e) Fixed interest on funded debt and amortization of discount on funded debt, except charges to income on account of equipment obligations, of the Minneapolis Company, the Wisconsin Company and the Duluth Company as the same existed at the date of the Merger or as shall be incurred by the New Company in refunding or refinancing such debt or in refunding or refinancing contingent interest obligations as they existed on said date with fixed interest obligations, shall be apportioned among the three Divisions on the basis of the respective obligations of such corporations thereunder.

(f) Substantial adjustments of income necessary to correct the income accounts of the Minneapolis Company, the Wisconsin Company or the Duluth Company for periods prior to the date of the Merger shall be apportioned solely to the Division or Divisions directly affected by such adjustments, for which purpose all adjustments related to federal income taxes, and in the case of all other adjustments related to a single transaction or series of related transactions only those in excess of $25,000, shall be considered to besubstantial.

(g) The net amount of all revenues, expenses and fixed charges of the New Company shall be apportioned among the three Divisions on the basis of the following percentages, viz.: 48.65% to the Minneapolis Division, 43.34% to the Wisconsin Division, and 8.01% to the Duluth Division.

SECTION 2. The apportionments provided in Section 1 of this Article Three shall be made for each calendar year, beginning with the calendar year 1961; and for the calendar year 1961 shall be made in the same manner as if the Merger had been effected on January 1 of that year and the New Company had come into ownership and operation of the properties subject to the liens of the several New Company Mortgages on that date.

SECTION 3. Whenever for any calendar year the amount of Available Net Income of the Minneapolis Division, Wisconsin Division or Duluth Division, determined on the basis of the apportionment of revenues and expenses in accordance with the provisions of Section 1 of Article Three of this Fourth Supplemental Indenture, is insufficient to cover the amount required to satisfy in full the specific purposes to which Available Net Income for such year is required to be applied under the New Company Mortgage or Mortgages of such Division (hereinafter referred to as a deficiency), then if there is an excess for such year in the amount required for such purposes under the New Company Mortgage or Mortgages of any other Division or Divisions, the Company covenants to apply such excess or so much thereof as shall be necessary, as follows: (a) if there is a deviciency in only one Division, in full to that Division; or (b) if there are deficiencies in two Divisions, to such Divisions according to the ratio of the deficiency of each to the aggregate of such deficiencies.

ARTICLE FOUR

CONCERNING THE TRUSTEE

The Trustee hereby joins in the execution of this Fourth Supplemental Indenture upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Indenture or the due execution hereof by the New Company or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Company. No implied covenant or obligation shall be read into this Fourth Supplemental Indenture against the Trustee but the duties and obligations of the Trustee shall be determined solely by the expressed provisions of this Fourth Supplemental Indenture. In general, each and every term and condition contained in Article XII of the Original Mortgage shall apply to and form a part of this Fourth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions as may be appropriate to make the same conform to this Fourth Supplemental Indenture.

ARTICLE FIVE

GENERAL

This is a supplemental indenture to and shall be a part of the Mortgage, and each of the covenants and obligations of the New Company herein contained shall be subject to the provisions of the Mortgage.

Without limiting the generality of the foregoing, the defaults enumerated in Section 2 of Article XIII of the Original Mortgage shall include defaults in the covenants, conditions and agreements on the part of the New Company, its successors or assigns, contained in this Fourth Supplemental Indenture.

This Fourth Supplemental Indenture may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, SOO LINE RAILROAD COMPANY, the party of the first part, has caused this Fourth Supplemental Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary, and HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, the party of the second part, has caused this Fourth Supplemental Indenture to be signed, and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary, all as of the day and year first hereinablve written.

SEAL

SOO LINE RIALROAD COMPANY

BY LEONARD H. MURRAY
Leonard H. Murray
President

ATTEST:

THOMAS M. BECKLEY
Thomas M. Beckley
Secretary



In the presence of

IRENE L. ANDERSON
Irene L. Anderson

ROBERT G. GEHRZ
Robert G. Gehrz

HARRIS TRUST AND SAVINGS BANK,

as Trustee

SEAL

By F. O. MANN
F. O. Mann
Vice President

ATTEST:

G. N. ASKEW
G. N. Askew
Assistant Secretary

In the presence of

J. L. SPRING
J. L. Spring

R. S. STAM
R. S. Stam

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

On this 3rd day of January, 1961, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared Leonard H. Murray and Thomas M. Beckley, to me personally known and to me known to be the President and Secretary, respectively, of SOO LINE RAILROAD COMPANY, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its board of directors. And said Leonard H. Murray and Thomas M. Beckley acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd day of January, 1961.

EDWIN G. WATTS
Edwin G. Watts

Notary Public, Hennepin County, Minn.
My commission expires Oct. 10, 1966

NOTARIAL SEAL

STATE OF ILLINOIS ) SS.
COUNTY OF COOK )

On this 4th day of January, 1961, before me, Mary E. Dearolph, a Notary Public in and for the County and State aforesaid, personally appeared F. O. Mann and G.N. Askew, to me personally known to be a Vice President and an Assistant Secretary, respectively, of HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are a Vice President and an Assistant Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered, on behalf of said corporation by its authority and the authority of its board of directors. And said F. O. Mann and G. N. Askew acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary acd and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 4th day of January, 1961.

MARY E. DEAROLPH
Mary E. Dearolph

Notary Public

NOTARIAL SEAL

My commission expires: February 2, 1963.

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

Thomas M. Beckley, being first duly sworn, deposes and says that he is Secretary of SOO LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Minnesota, which executed as mortgagor the Supplemental Indenture to which this affidavit is appended, that the consideration of said Supplemental Indenture was actual and adequate, that the same was given in good faith for the purposes set forth in said mortgage, and that HARRIS TRUST AND SAVINGS BANK, the trustee named in said Supplemental Indenture, has delivered to said Railroad Company, and said Railroad Company has received, a duplicate copy of said Supplemental Indenture as executed.

THOMAS M. BECKLEY
Thomas M. Beckley

Subscribed and sworn to before me this 4th day of January, 1961.

MARY E. DEAROLPH
Mary E. Dearolph

Notary Public

NOTARIAL SEAL

My commission expires: February 2, 1963.

STATE OF WISCONSIN
Department of State } ss.
Received this 12th day of
Jan. A. D. 19 61 at 10
o'clock A M. and recorded in Vol.
42 of RRM
on page 9-16 (6-10)
Secretary of State

SOO LINE RAILROAD COMPANY

TO

THE HANOVER BANK,
TRUSTEE

---

SECOND
SUPPLEMENTAL INDENTURE

DATED AS OF JANUARY 1, 1961

---

SUPPLEMENTING THE INDENTURE OF MORTGAGE AND DEED OF TRUST OF

DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY TO

CENTRAL HANOVER BANK AND TRUST COMPANY, TRUSTEE,

DATED AS OF JANUARY 1, 1949

THIS SECOND SUPPLEMENTAL INDENTURE, dated as of January 1, 1961, between SOO LINE RAILROAD COMPANY, a Minnesota corporation (hereinafter referred to as the Company), party of the first part, and THE HANOVER BANK, a New York corporation (hereinafter referred to as the Trustee), party of the second part,

WITNESSETH:

WHEREAS, the Company (formerly named Duluth, South Shore and Atlantic Railroad Company) executed and delivered to the Trustee (formerly named Central Hanover Bank and Trust Company) an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1949 (hereinafter referred to as the Original Mortgage); and

WHEREAS, the Company executed and delivered to the Trustee, a First Supplemental Indenture, dated as of January 1, 1960, to the Original Mortgage (the Original Mortgage as supplemented by the First Supplemental Indenture and this Second Supplemental Indenture being hereinafter referred to as the Mortgage); and

WHEREAS, on December 30, 1960, pursuant to a Plan of Merger and with the approval and authorization of the Interstate Commerce Commission, the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a Minnesota corporation (hereinafter referred to as the Minneapolis Company), and Wisconsin Central Railroad Company, also a Minnesota corporation (hereinafter referred to as the Wisconsin Company), were merged into the Company as the surviving corporation; and by reason thereof the Company has acquired all of the properties and rights and assumed all of the liabilities and obligations of the Minneapolis Company and the Wisconsin Company, including the mortgages hereinafter referred to as the Minneapolis Mortgages and the Wisconsin Mortgages; and

WHEREAS, the holders of all of the Bonds now outstanding under the Mortgage have consented to the execution of this Second Supplemental Indenture pursuant to the provisions of Article XIX of the Original Mortgage, and all other conditions and requirements necessary to make this Second Supplemental Indanture, when duly executed and delivered, a valid, binding and legal instrument have been done and performed and the execution and delivery hereof have been in all respects duly authorized"

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars duly paid to the Company by the Trustee, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:



ARTICLE ONE

DEFINITIONS

Fro all purposes of the Mortgage, unless the context otherwise requires:

"Merger" means the merger of the Minneapolis Company and the Wisconsin Company into the Company, effected on December 30, 1960, pursuant to a Plan of Merger approved and authorized by the Interstate Commerce Commission by order dated November 30, 1960, in Finance Docket No. 21,108.

"Minneapolis Mortgages" means (a) the First Mortgage of the Minneapolis Company to The Northern Trust Company, as trustee, dated as of January 1, 1944; and (b) the General Mortgage of the Minneapolis Company to Harris Trust and Savings Bank, as trustee, dated as of January 1, 1944.

"Wisconsin Mortgages" means (a) the First Mortgage of the Wisconsin Company to First National Bank of Minneapolis and Frank B. Weck, as trustees, dated as of January 1, 1954; and (b) the General Mortgage of the Wisconsin Company to The Northern Trust Company and Thomas H. Jolls, as trustees, dated as of January 1, 1954.

"New Company Mortgages" means the Mortgage, the Minneapolis Mortgages, and the Wisconsin Mortgages.

ARTICLE TWO

LIEN

The lien of the Mortgage shall not attach to any of the properties of the Minneapolis Company or the Wisconsin Company acquired by the Company by reason of the Merger.

ARTICLE THREE

APPORTIONMENT OF REVENUES AND EXPENSES

SECTION 1. In lieu of maintaining a separate income account in respect of the operation of the properties subject to the lien of each of the New Company Mortgages, the following provisions are made for the apportionment of revenues and expenses of the Company to establish a basis for the determination and application of Available Net Income under each of such Mortgaees, or for the purpose of determing and applying funds to the payment of interest on any contingent interest bonds under each of such Mortgages, or for the purpose of determining the amount of payments required to be made into or out of the Capital Fund and Sinking Fund created and mainteained under the Minneapolis Mortgages and the several Road Replacement Funds, Equipment Replacement Funds and Sinking Funds created and maintained under the Wisconsin Mortgages and the Mortgage, or for any other purpose fulfilling the provisions and conditions of such Mortgages:

(a) For the purpose of apportioning the revenues and expenses of the Company, the operations of the properties subject to the liens of the New Company Mortgages shall be grouped under three divisions, viz.: the Minneapolis Division, being the properties subject to the liens of the Minneapolis Mortgages; the Wisconsin Division, being the properties subject to the liens of the Wisconsin Mortgages; and the Duluth Division, being the properties subject to the lien of the Mortgage.

(b) Depreciation of way and structures, depreciation of equipment, amortization of defense projects and charges to operating expenses for non-depreciable road property retired shall be apportioned among the three Divisions on the basis of their application to the properties subject to the liens of their respective Mortgages.

(c) Rent for lease road and equipment (i.e., leased from other railroads) under obligations in existence at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of the Company, the Minneapolis Company and the Wisconsin Company thereunder.

(d) Fixed interest on unfunded debt of the Company, the Minneapolis Company and the Wisconsin Company as such debt existed at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of such corporations thereunder.

(e) Fixed interest on funded debt and amortization of discount on funded debt, except charges to income on account of equipment obligations, of the Company, the Minneapolis Company and the Wisconsin Company as the same existed at the date of the Merger or as shall be incurred by the Company in refunding or refinancing such deby or in refunding or refinancing contingent interest obligations as they existed on said date with fixed interest obligations, shall be apportioned among the three Divisions on the basis of the respective obligations of such corporations thereunder.

(f) Substantial adjustments of income necessary to correct the income accounts of the Company, the Minneapolis Company and the Wisconsin Company for periods prior to the date of the Merger shall be apportioned solely to the Division or Divisions directly affected by such adjustments, for which purpose all adjustments related to federal income taxes, and in the case of all other adjustments related to a single transaction or series of related transactions only those in excess of $25,000, shall be considered to be substantial.

(g) The net amount of all other revenues, expenses and fixed charges of the Company shall be apportioned among the three Divisions on the basis of the following percentages, viz.: 48.65% to the Minneapolis Division, 43.34% to the Wisconsin Division, and 8.01% to the Duluth Division.

SECTION 2. The apportionments provided in Section 1 of this Article Three shall be made for each calendar year, beginning with the calendar year 1961; and for the calendar year 1961, shall be made in the same manner as if the Merger had been effected on January 1 of that year and the New Company had come into ownership and operation of the properties subject to the liens of the several New Company Mortgages on that date.

SECTION 3. Whenever for any calendar year the amount of Available Net Income of theMinneapolis Division, Wisconsin Division or Duluth Division, determined on the basis of the apportionment of revenues and expenses in accordance with the provisions of Section 1 of Article Three of this Second Supplemental Indenture, is insufficient to cover the amount required to satisfy in full the specific purposes to which Available Net Income for such year is required to be applied under the New Company Mortgage or Mortgages of such Division (hereinafter referred to as a deficiency), then if there is an excess for such year in the amount required for such purposes under the New Company Mortgage or Mortgages of any other Division or Divisions, the Company covenants to apply such excess, or so much thereof as shall be necessary, as follows: (a) if there is a deficiency in only one Division, in full to that Division; or (b) if there are deficiencies in two Divisions, to such Divisions according to the ratio of deficiency of each to the aggregate of such deficiencies.

ARTICLE FOUR

AMENDMENTS OF ORIGINAL MORTGAGE

SECTION 1. Article 1 of the Original Mortgage is amended by deleting the definitions of the terms "Publicly Held" and "Interest Coverage Certificate" in their entirety; by inserting in the definition of the term "Bonded" the phrase "or Predecessor Mortgage Bonds" immediately following the phrase "Prior Lien Bonds" whereever it appears; by inserting in the definition of the term "Debt Securities" the phrase "Predecessor Mortgage Bonds" immediately following the phrase "Railroad Subsidiary Bonds"; and by adding to said Article the following definitions:

"Predecessor Mortgage Bonds" shall mean bonds issued under either of the following Mortgages that have been assumed by the Company pursuant to the merger of the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and the Wisconsin Central Railroad Company into the Company on December 30, 1960;

(a) The First Mortgage of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company to The Northern Trust Company, as trustee, dated as of January 1, 1944, as heretofore or hereafter supplemented and amended from time to time; and

(b) The First Mortgage of Wisconsin Central Railroad Company to First National Bank of Minneapolis and Frank B. Weck, as trustees, dated as of January 1, 1954, as heretofore or hereafter supplemented and amended from time to time.

"Outstanding Predecessor Mortgage Bonds" shall mean, as of any particular date, all Predecessor Mortgage Bonds authenticated and delivered by the trustee or trustees under the mortgage securing the same, except:

(a) Predecessor Mortgage Bonds theretofore redeemed or cancelled;

(b) Predecessor Mortgage Bonds deposited and pledged with the Trustee;

(c) Predecessor Mortgage Bonds held by the trustee or trustees of the mortgage securing the same for the purpose of any sinking fund or analogous fund for the retirement of such bonds pursuant to the provisions of such mortgage;

(d) Predecessor Mortgage Bonds for the payment or redenption of which moneys in the necessary amount shall have been irrevocably deposited in trust with the trustee or trustees of the mortgage securing the same or in trust with any agency satisfactory to such trustee or trustees, and, if such bonds are to be redeemed, notice of such redemption shall have been given, or provision shall have been made for giving such notice, to the satisfaction of the Trustee; and

(e) Lost, stolen, mutilated or destroyed Predecessor Mortgage Bonds in lieu of substitution for which other bonds shall have been issued.

SECTION 2. Section 3 of Article III of the Original Mortgage is amended by striking out the phrase "not more than 36 months prior to the date of the Application" wherever it occurs and inserting in lieu thereof the phrase "not more than 60 months prior to the date of the Application," and (b) by deleting in its entirety the clause ", or (v) if the authentication and delivery of such Bonds will result in a violation of the covenant in respect of interest coverage in Section 23 of Article IX".

SECTION 3. Section 4 of Article III of the Original Mortgage is amended by striking out the proviso in the first paragraph thereof and inserting in lieu thereof the following: "provided, however, that such Purchased Property has not theretofore been Bonded."

SECTION 4. Section 9 of Article III of the Original Mortgage is amended by inserting the word "and" at the end of subsection (d) (5), by changing the semicolon and word ";and" at the end of subsection (3) to a period, and by deleting subsection (f) in its entirety.

SECTION 5. Article III of the Original Mortgage is amended by adding thereto the following new Section:

"SECTION 10. From time to time and in the manner provided in this Section 10, Bonds of one or more series, other than Series A, may be executed by the Company and shall be authenticated by the Trustee and delivered to or upon the written order of the Company, signed by its President or a Vice President, in an aggregate principal amount not exceeding the principal amount of Outstanding Predecessor Mortgage Bonds not theretofore Bonded which shall have been pledged and deposited with the Trustee uncancelled.

Bonds shall be authenticated and delivered under this Section 10 upon the delivery to the Trustee in each case of:

(a) An Application for the authentication of Bonds under this Section 10, stating the principal amount of Bonds the authentication of which is applied for;

(b) The documents specified in Section 9 of this Article III;

(c) An Officers' Certificate which shall (i) describe and state the amount of the Outstanding Predecessor Mortgage Bonds the pledge and deposit of which with the Trustee form the basis of the Application; (ii) state that said Predecessor Mortgage Bonds are Outstanding Prececessor Mortgage Bonds and have not theretofore been Bonded, but (iii) set forth a computation showing the principal amount of Bonds that could be authenticated on the basis of the Application, and the principal amount of Bonds the authentication of which is applied for in the Application;

(d) Said Outstanding Predecessor Mortgage Bonds uncancelled which form the basis of the Application, together with all unmatured coupons and all unpaid matured coupons appertaining thereto, if any; and

(e) An Opinion of Counsel that all Outstanding Predecessor Mortgage Bonds required to be pledged and deposited with the Trustee by clause (d) above are subject to the lien of the Mortgage or will become subject to such lien upon delivery thereof or delivery of the instruments, if any, specified in said Opinion of Counsel; and that said Outstanding Predecessor Mortgage Bonds have been validly issued and the Company has the right to pledge and deposit the same free from any other lien.

Predecessor Mortgage Bonds made the basis for the authentication and delivery of Bonds under this Section 10, together with all coupons appertaining thereto, shall be held by the Trustee uncancelled and without extinguishment or impairment of the lien securing the same, and shall not thereafter be made the basis for the authentication and delivery of any Bonds, the release of any property, the withdrawal, payment or application of any cash held by the Trustee or otherwise used under any provision of the Mortgage; provided, however, that the Trustee, at the request of the Company, shall deliver any such Predecessor Mortgagage Bonds to the yrustee of the mortgage under which the same have been issued for the purpose of obtaining the release, satisfaction and discharge of such mortgage if it is furnished with an Opinion of Counsel that the property on which such mortgage constitutes a lien is owned by the Company and is subject to the lien of the Mortgage, and that there is no other lien on such property, except Permitted Encumbrances, which is prior to the lien of the Mortgage."

SECTION 6. Article IX of the Original Mortgage is amended by deleting Sections 21 and 23 thereof, in their entirety; by striking out Section 22 thereof and inserting in lieu thereof the following:

"SECTION 21. So long as interest on the Bonds of Series B remains Contingent Interest, the Company will, on or before April 15 of each year, beginning with the year 1961, mail to the Trustee and to all registered holders of Bonds of Series B at their last addresses as they shall appear upon the bond registry books, a notice stating the amount of interest payable on the Bonds of Series B or that no interest is payable on the Bonds of Series B on the next succeeding interst payment date.";

and by changing the numbers of Sections 24, 25 and 26 thereof to Sections 22, 23 and 24, respectively.

SECTION 7. Section 3 of Article XII of the Original Mortgage is amended by adding thereto the following paragraph:

"The conditions contained in this Section 3 shall not be construed as requiring that in the event of any such merger or conveyance a separate income account shall thereafter be maintained in respect of the operation of the properties subject to the lien of the Mortgage, but in lieu thereof provisions may be madw which shall be equitable and practical with respect to the apportionment of the revenues and expenses of the Company to establish a basis for the determination and application of Available Net Income as required under Article V or for the purpose of determining and applying funds to the payment of interest on any contingent interest bonds of the Company or for the purpose of determining the amount of payment required to be made into or out of the Road Replacement Fund, Equipment Replacement Fund and Sinking Fund or for any other purpose fulfilling the provisions and conditions of the Mortgage provided that any such provisions shall be approved by the Interstate Commerce Commission or other governmental body having jurisdiction of the merger or conveyance, and, unless such Commission or other governmental body shall find that no material alteration of the rights of the Bondholders is thereby effected and shall so determine, they shall also be consented to or approved, in the manner provided in Article XIII, by the holders of not less than 66-2/3% in aggregate principal amount of the then Outstanding Bonds."

SECTION 8. Section 2 of Article XIII of the Original Mortgage is amended by inserting the word "and" at the end of subsection (b), by inserting a period and deleting "; and" at the end of subsection (c), and by deleting subsection (d) in its entirety.

SECTION 9. Article XIII of the Original Mortgage is further amended by deleting Section 5 thereof in its entirety.

SECTION 10. Article XIV of the Original Mortgage is amended by deleting from Section 3 the words "and at any meeting of the holders of Outstanding Bonds that are Publicly Held, as provided in Section 7 of this Article XIV,"; by deleting Section 7 thereof in its entirety; and by changing the number of Section 8 of said Article to Section 7.

SECTION 11. Section 2 of Article XIX of the Original Mortgage is amended by deleting in its entirety the clause "and of the holders of not less than 66-2/3% in aggregate principal amount of such of said Bonds as are then Publicly Held,".

SECTION 12. Section 3 of Article XIX of the Original Mortgage is amended by deleting in its entirety the clause "and of the holders of not less than 75% in aggregate principal amount of such of said Bonds as are then Publicly Held,".

ARTICLE FIVE

CONCERNING THE TRUSTEE

The Trustee joins in the execution of this Second Supplemental Indenture upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company. No implied covenant or obligation shall be read into this Second Supplemental Indenture against the Trustee but the duties and obligations of the Trustee shall be determined solely by the expressed provisions of this Second Supplemental Indenture. In general, each and every term and condition contained in Article XV of the Mortgage shall apply to and form a part of this Second Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions as may be appropriate to make the same conform to this Second Supplemental Indenture.

ARTICLE SIX

GENERAL

SECTION 1. This is a supplemental indenture to the Mortgage and each and every part hereof and each and every covenant contained herein shall be and become a part of the Mortgage and each of the covenants and obligations of the Company herein contained shall be subject to the provisions of the Mortgage.

SECTION 2. All terms used in this Second Supplemental Indenture that are defined in the Mortgage have the defined meanings set forth in Article I of the Mortgage.

SECTION 3. This Second Supplemental Indenture may be executed simultaneously in any number of counterparts, each of which so executed shall be ddemed to be an original, and such counterparts shall together constitute one and the same instrument.

SECTION 4. This Second Supplemental Indenture shall be effective as of January 1, 1961, although executed and delivered on the date of the acknowledgment hereof by the Trustee.

IN WITNESS WHEREOF, SOO LINE RAILROAD COMPANY, the party of the first part, has cuased this Second Supplemental Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary, and the HANOVER BANK, as Trustee as aforesaid, the party of the second part, has caused this Second Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of one of its Assistant Secretaries, all as of the day and year first hereinabove written.

SOO LINE RAILROAD COMPANY

SEAL

By LEONARD H. MURRAY
Leonard H. Murray
President

ATTEST:

THOMAS M. BECKLEY
Thomas M. Beckley
Secretary

In the presence of

IRENE L. ANDERSON
Irene L. Anderson

ROBERT G. GEHRZ
Robert G. Gehrz

THE HANOVER BANK, as Trustee

SEAL

By J. T. HARRIGAN
J. T. Harrigan
Senior Vice President

ATTEST:

D. B. HERTERICH
D. B. Herterich
Assistant Secretary

IN the presence of

E. COCKINGS
E. Cockings

D. A. URSITTI, JR.
D. A. Ursitti, Jr.



STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

On this 3rd day of January, 1961, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeard Leonard H. Murray and Thomas M. Beckley, to me personally known and to me known to be the President and Secretary, respectively, of SOO LINE RAILROAD COMPANY, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its board of directors. And said Leonard H. Murray and Thomas M. Beckley acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd day of January, 1961.

EDWIN G. WATTS
Edwin G. Watts

Notary Public, Hennepin County, Minn.
My commission expires Oct. 10, 1966

NOTARIAL SEAL

STATE OF NEW YORK )
COUNTY OF NEW YORK ) SS.

On this 5th day of January, 1961, before me, Matthew C. Maloney, a Notary Public in and for the County and State aforesaid, personally appeared J. T. Harrigan and D. B. Herterich, to me personally known to be a Senior Vice President and an Assistant Secretary, respectively, of THE HANOVER BANK, a corporation of the State of New York, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are a Vice President and an Assistant Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corporatinn by its authority and the authority of its Board of Trustees. And said J. T. Harrigan and D. B. Herterich acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 5th day of January, 1961.

MATTHEW C. MALONEY
Matthew C. Maloney

Notary Public, State of New York
No. 31-7685860
Qualified in New York County
Commission expires March 30, 1962.

NOTARIAL SEAL

STATE OF NEW YORK )
COUNTY OF NEW YORK ) SS.

Thomas M. Beckley, being first duly sworn, deposes and says that he is Secretary of SOO LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Minnesota, which executed as mortgagor the Supplemental Indenture to which this affidavit is appended, that the consideration of said Supplemental Indenture was actual and adequate, that the same was given in good faith for the purposes set forth therein, and that THE HANOVER BANK, the trustee named in said Supplemental Indenture, has delivered to said Railroad Company, and said Railroad Company has received, a duplicate copy of said Supplemental Indenture as executed.

THOMAS M. BECKLEY
Thomas M. Beckley

Subscribed and sworn to before me this 5th day of January, 1961.

MATTHEW C. MALONEY
Matthew C. Maloney

Notary Public, State of New York
No. 31-7685860
Qualified in New York County
Commission expires March 30, 1962.

NOTARIAL SEAL

STATE OF WISCONSIN } ss.
Department of State
Received this 12th day of
Jan. A. D. 19 61 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 12-25 (10-15)
Secretary of State

SOO LINE RAILROAD COMPANY

TO

FIRST NATIONAL BANK OF MINNEAPOLIS

AND
FRANK B. WECK,
TRUSTEES

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FIRST SUPPLEMENTAL INDENTURE DATED AS OF
JANUARY 1, 1961

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SUPPLEMENTING THE INDENTURE OF MORTGAGE AND DEED OF TRUST OF

WISCONSIN CENTRAL RAILROAD COMPANY

TO

FIRST NATIONAL BANK OF MINNEAPOLIS

AND
FRANK B. WECK,
TRUSTEES

DATED AS OF JANUARY 1, 1954

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of January 1, 1961, between SOO LINE RAILROAD COMPANY (formerly named Duluth, South Shore and Atlantic Railroad Company), a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter referred to as the New Company), party of the first part, and FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association having its principal office at Fifth Street and Marquette Avenue in the City of Minneapolis, Minnesota and FRANK B. WECK, of the City of Minneapolis, Minnesota (hereinafter together referred to as the Trustees), parties of the second part,

WITNESSETH:

WHEREAS, Wisconsin Central Railroad Company, a Minnesota corporation (hereinafter referred to as the Wisconsin Company), executed and delivered to the Trustees an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1954 (hereinafter referred to as the Mortgage); and

WHEREAS, the Wisconsin Company executed and delivered to The Northern Trust Company and Thomas H. Jolls, as trustees, an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1944 (hereinafter referred to as the General Mortgage); and

WHEREAS, the Mortgage expressly reserved the right of the Wisconsin Company to merge into another corporation, as provided and with the exceptions and upon the terms and conditions set forth in Article XII of the Mortgage; and

WHEREAS, on December 30, 1960, pursuant to a Plan of Merger and with the approval and authorization of the Interstate Commerce Commission, the Wisconsin Company and Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a Minnesota corporation (hereinafter referred to as the Minneapolis Company) were merged into the New Company (then named the Duluth, South Shore and Atlantic Railroad Company and hereinafter referred to as the Duluth Company prior to the merger) as the surviving corporation; and

WHEREAS, Section 1 of Article XII of the Mortgage provides that the conditions contained therein shall not be construed as requiring that in the event of a merger a separate income account shall thereafter be maintained in respect of the operation of the properties subject to the lien of the Mortgage, but in lieu thereof provisions may be made which shall be equitable and practical with respect to the apportionment of the revenues and expenses of the successor corporation to establish a basis for the determination and application of Available Net Income as required under Article V, or for the purpose of determining and applying funds to the payment of interest on any contingent interest bonds of the Wisconsin Company or for the purpose of determining the amount of payments required to be made into or out of the Road Replacement Fund, Equipment Replacement Fund and Sinking Fund or for any other purpose fulfilling the provisions and conditions of the Mortgage; provided that any such provisions shall be approved by the Interstate Commerce Commission and, unless the Commission shall find that no material alteration of the rights of the Bondholders is thereby effected and shall so determine, they shall also be consented to or approved by the holders of not less than 66-2/3% in aggregate principal amount of all of the then Publicly Held Bonds; and

WHEREAS, the provisions hereinafter set forth in lieu of a separate income account have been approved by the Interstate Commerce Commission in proceedings entitled "Duluth, South Shore & Atlantic Railroad Company - Merger", Finance Docket No. 21,108, and the Commission has found and determined that no material alteration of the rights of the Bondholders is thereby effected; and

WHEREAS, Section 1. of Article XII of the Mortgage provides that compliance with the requirements set forth in said Article shall be evidenced by a Supplemental Indenture; and

WHEREAS, the New Company, as the successor of the Wisconsin Company, has authorized the execution and delivery of this First Supplemental Indenture;

NOW, THEREFORE, in consideration of the premises, and of the sum of Ten Dollars paid by the Trustees to the New Company, receipt whereof is hereby acknowledged, the parties hereto agree as follows:



ARTICLE ONE

DEFINITIONS

For all purposes of this First Supplemental Indenture, unless the context otherwise requires:

"Merger" means the merger of the Wisconsin Company and the Minneapolis Company into the New Company, effected on December 30, 1960, pursuant to a Plan of Merger approved and authorized by the Interstate Commerce Commission by order dated November 30, 1960, in Finance Docket No. 21,108.

"Duluth Mortgage" means the First Mortgage of the Duluth Company to Central Hanover Bank and Trust Company (now The Hanover Bank), as trustee, dated as of January 1, 1949, as amended by the First Supplemental Indenture and the Second Supplemental Indenture thereto, dated as of January 1, 1960, and January 1, 1961, respectively.

"Minneapolis Mortgages" means:

(a) The First Mortgage of the Minneapolis Company to The Northern Trust Company, as trustee, dated as of January 1, 1944;and

(b) The General Mortgage of the Minneapolis Company to Harris Trust and Savings Bank, as trustee, dated as of January 1, 1944.

"Wisconsin Mortgages" means the Mortgage and the General Mortgage.

"New Company Mortgages" means the Minneapolis Mortgages, the Wisconsin Mortgages, and the Duluth Mortgage.

All other terms used herein that are defined in Article I of the Mortgage shall have the same meanings as there defined except to the extend expressly modified herein.

ARTICLE TWO

ASSUMPTION OF MORTGAGE

SECTION 1. The New Company assumes the due and punctual payment of the principal of and interest on all of the Bonds issued and outstanding under the Mortgage according to their tenor and purport, and the due and punctual performance of all of the terms, covenants and conditions of the Mortgage required to be kept, preserved and performed by the Wisconsin Company.

SECTION 2. The New Company confirms the lien of the Mortgage upon all of the property that was subject to the lien thereof at the time of the Merger, and hereby subjects to the lien and operation of the Mortgage, as fully as though the Merger had not taken place and the same had been acquired or made by the Wisconsin Company:

(1) All property, rights and franchises hereafter constructed or acquired which shall be appurtenant or incident to any property that was subject to the lien of the Mortgage at the time of the Merger;

(2) All property, rights and franchises hereafter constructed or acquired in whole or in part by the issuance of Bonds or Prior Lien Bonds;

(3) All property, rights and franchises hereafter constructed or acquired with cash now or at any time hereafter held by the Trustee or by the trustee under any mortgage securing Prior Lien Bonds, or in exchange for property released from the lien thereof, or the acquisition or constructin of which has been or shall be made the basis of the withdrawal of cash or the issuance of Bonds;

(4) All repairs, renewals, replacements, substitutions and alterations of, to, upon or for such property, rights and franchises;

(5) All property, rights and franchises hereafter acquired pursuant to any covenant contained in the Mortgage which may be purchased, constructed or otherwise acquired by the New Company from and after the effective date of the Merger; and

(6) All other property of every kind and description, hereafter constructed or acquired by the New Company which is appurtenant to or used in connection with any property acquired by the issuance of Bonds or Prior Lien Bonds, or acquired with cash now or at any time hereafter held by the Trustee or by the trustee under any mortgage securing Prior Lien Bonds or acquired in exchange for property released from the time of the Mortgage or any Prior Lien.

SECTION 3. The New Company covenants that allproperty and franchises hereafter acquired by it and necessary to the full and complete performance of any covenant contained in the Mortgage relating to the deposit of securities, to the maintenance and upkeep of the mortgaged property, to the supply of adequate and efficient equipment to the lines of railroad included in the Mortgage, to the making of all needful and proper repairs, renewals, replacements, substitutions and alterations and to the preservation and keeping in full effect of all rights, franchises and privileges subject to the lien of the Mortgage, or of any other covenant therein, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the lien of the Mortgage.

SECTION 4. The New Company covenants to keep the mortgaged property, so far as practicable, readily identifiable; and the Trustees, by accepting or joining in this First Supplemental Indenture, shall not be deemed impliedly to have waived any rights they would otherwise have had.

ARTICLE THREE

APPORTIONMENT OF REVENUES AND EXPENSES

SECTION 1. In lieu of maintaining a separate income account in respect of the operation of the properties subject to the lien of each of the New Company Mortgages, the following provisions are made for the apportionment of revenues and expenses of the New Company to establish a basis for the determination and application of Available Net Income under each of such Mortgages, or for the purpose of determining and applying funds to the payment of interest on any contingent interest bonds under each of such Mortgages, or for the purpose of determining the amount of payments required to be made into or out of the Capital Fund and Sinking Fund created and maintained under the Minneapolis Mortgages and the several Road Replacement Funds, Equipment Replacement Funds and Sinking Funds created and maintained under the Wisconsin Mortgages and the Duluth Mortgage, or for any other purpose fulfilling the provisions and conditions of such Mortgages:

(a) For the purpose of apportioning the revenues and expenses of the New Company, the operations of the properties subject to the liens of the New Company Moetgages shall be grouped under three divisions, viz.: the Minneapolis Division, being the properties subject to the liens of the Minneapolis Mortgages; the Wisconsin Division, being the properties subject to the liens of the Wisconsin Mortgages; and the Duluth Division being the properties subject to the lien of the Duluth Mortgage.

(b) Depreciation of way and structures, depreciation of equipment, amortization of defense projects and charges to operating expenses for non-depreciable road property retired shall be apportioned among the three Divisions on the basis of their application to the properties subject to the liens of their respective Mortgages.

(c) Rent for leased road and equipment (i.e., leased from other railroads) under obligations in existence at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of the Minneapolis Company, the Wisconsin Company and the Duluth Company thereunder.

(d) Fixed interest on unfunded debt of the Minneapolis Company, the Wisconsin Company and the Duluth Company as such debt existed at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of such corporations thereunder.

(e) Fixed interest on funded debt and amortization of discount on funded debt, except charges to income on account of equipment obligations, of the Minneapolis Company, the Wisconsin Company and the Duluth Company as the same existed at the date of the Merger or as shall be incurred by the New Company in refunding or refinancing such debt or in refunding or refinancing contingent interest obligations as they existed on said date with fixed interest obligations, shall be apportioned among the three Divisions on the basis of the respective obligations of such corporations thereunder.

(f) Substantial adjustments of income necessary to correct the income accounts of the Minneapolis Company, the Wisconsin Company or the Duluth Company for periods prior to the date of the Merger shall be apportioned solely to the Division or Divisions directly affected by such adjustments, for which purpose all adjustments related to federal income taxes, and in the case of all other adjustments related to a single transaction or series of related transactions only those in excess of $25,000, shall be considered to be substantial.

(g) The net amount of all other revenues, expenses and fixed charges of the New Company shall be apportioned among the three Divisions on the basis of the following percentages, viz.: 48.65% to the Minneapolis Division, 43.34% to the Wisconsin Division, and 8.01% to the Duluth Division.

SECTION 2. The apportionments provided in Section 1 of this Article Three shall be made for each calendar year, beginning with the calendar year 1961; and for the calendar year 1961 shall be made in the same manner as if the Merger had been effected on January 1 of that year and the New Company had come into ownership and operation of the properties subject to the liens of the several New Company Mortgages on that date.

SECTION 3. Whenever for any calendar year the amount of Available Net Income of the Minneapolis Division, Wisconsin Division or Duluth Division, determined on the basis of the apportionment of revenues and expenses in accordance with the provisions of Section 1 of Article Three of this First Supplemental Indenture, is insufficient to cover the amount required to satisfy in full the specific purposes to which Available Net Income for such year is required to be applied under the New Company Mortgage or Mortgages of such Division (hereinafte referred to as a deficiency), then if there is an excess for such year in the amount required for such purposes under the New Company Mortgage or Mortgages of any other Division or Divisions, the Company covenants to apply such excess, or so much thereof as shall be necessary, as follows: (a) if there is a deficiency in only one Division, in full to that Division; or (b) if there are deficiencies in two Divisions, to such Divisions according to the ratio of the deficiency of each to the aggregate of such deficiencies.

ARTICLE FOUR

CONCERNING THE TRUSTEES

The Trustees hereby join in the execution of this First Supplemental Indenture upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or the due execution hereof by the New Company or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Company. No implied covenant or obligation shall be read into this First Supplemental Indenture against the Trustees but the duties and obligations of the Trustees shall be determined solely by the expressed provisions of this First Supplemental Indenture. In general, each and every term and condition contained in Article XV of the Mortgage shall apply to and form a part of this First Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions as may be appropriate to make the same conform to this First Supplemental Indenture.



ARTICLE FIVE

GENERAL

This is a supplemental indenture to and shall be a part of the Mortgage, and each of the covenants and obligations of the New Company herein contained shall be subject to the provisions of the Mortgage.

Without limiting the generality of the foregoing, the defaults enumerated in Section 2 of Article XVL of the Original Mortgage shall include defaults in the covenants, conditions and agreements on the part of the New Company, its successors or assigns, contained in the First Supplemental Indenture.

This First Supplemental Indenture may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, SOO LINE RAILROAD COMPANY, the party of the first part, has caused this First Supplemental Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and FIRST NATIONAL BANK OF MINNEAPOLIS, one of the parties of the second part, has caused this First Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereto and attested by one of its Assistant Secretaries; and FRANK B. WECK, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first hereinabove written.

SOO LINE RAILROAD COMPANY

SEAL

By LEONARD H. MURRAY
Leonard H. Murray
President

ATTEST:

THOMAS M. BECKLEY
Thomas M. Beckley
Secretary

In the presence of

IRENE L. ANDERSON
Irene L. Anderson

ROBERT G. GEHRZ
Robert G. Gehrz

FIRST NATIONAL BANK OF MINNEAPOLIS

SEAL

By F. B. KRAUSE
F. B. Krause
Vice President

ATTEST:

W. B. EASTMAN
W. B. Eastman
Assistant Secretary

FRANK B. WECK (L.S.)
Frank B. Weck

In the presence of

J. S. YUGEND
J. S. Yugend

A. K. FRANS
A. K. Frans

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

On this 3rd day of January, 1961, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared Leonard H. Murray and Thomas M. Beckley, to me personally known and to me known to be the President and Secretary, respectively, of SOO LINE RAILROAD COMPANY, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its board of directors. And said Leonard H. Murray;and Thomas M. Beckley acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd day of January, 1961.

EDWIN G. WATTS
Edwin G. Watts

Notary Public, Hennepin County, Minn.
My commission expires Oct. 10, 1966.

NOTARIAL SEAL

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

On this 3rd day of January, 1961, before me, A. K. Frans, a Notary Public in and for the County and State aforesaid, personally appeared F. B.Krause and W. B. Eastman, to me personally known to be a Vice President and an Assistant Secretary, respectively, of FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are a Vice President and an Assistant Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its board of directors. And said F. B. Krause and W. B. Eastman acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd day of January, 1961.

A. K. FRANS
A. K. Frans
Notary Public, Hennepin County, Minn.
My commission expires Jan. 23, 1963.

NOTARIAL SEAL

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

On this 3rd day of January, 1961, before me, A. K. Frans, a Notary Public in and for the County and State aforesaid, personally appeared Frank B. Weck, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who, being by me duly sworn, did say that he executed and delivered the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd day of January, 1961.

A. K. FRANS
A. K. Frans

Notary Public, Hennepin County, Minn.
My commission expires Jan. 23, 1963.

NOTARIAL SEAL

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

Thomas M. Beckley, being first duly sworn, deposes and says that he is Secretary of SOO LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Minnesota, which executed as mortgagor the Supplemental Indenture to which this affidavit is appended, that the consideration of said Supplemental Indenture was actual and adequate, that the same was given in good faith for the purposes set forth therein, and that FIRST NATIONAL BANK OF MINNEAPOLIS and FRANK B. WECK, the trustees named in said Supplemental Indenture, have delivered to said Railroad Company, and said Railroad Company has received, a duplicate copy of said Supplemental Indenture as executed.

THOMAS M. BECKLEY
Thomas M. Beckley

Subscribed and sworn to before me this 3rd day of January, 1961.

A. K. FRANS
A. K. Frans

Notary Public, Hennepin County, Minn.
My commission expires Jan. 23, 1963.

NOTARIAL SEAL

STATE OF WISCONSIN ) ss.
Department of State )
Received this 12th day of
Jan A. D. 19 61 at 10
o'clock A M. and recorded in Vol.
42 of R R M
on page 26-33 (16-30)
Secretary of State



SOO LINE RAILROAD COMPANY TO THE NORTHERN TRUST COMPANY AND THOMAS H. JOLLS, TRUSTEES

FIRST SUPPLEMENTAL INDENTURE DATED AS OF JANUARY 1, 1961

SUPPLEMENTING THE INDENTURE OF MORTGAGE AND DEED OF TRUST OF WISCONSIN CENTRAL RAILROAD COMPANY TO THE NORTHERN TRUST COMPANY AND THOMAS H. JOLLS, TRUSTEES, DATED AS OF JANUARY 1, 1954

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of January 1, 1961, between SOO LINE RAILROAD COMPANY (formerly named Duluth, South Shore and Atlantic Railroad Company), a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter referred to as the New Company) party of the first part, and THE NORTHERN TRUST COMPANY, an Illinois corporation, having its principal office at 50 South La Salle Street, in the City of Chicago, Illinois and THOMAS H. JOLLS, of the City of Chicago, Illinois (hereinafter together referred to as the Trustees), parties of the second part,s

WITNESSETH:

WHEREAS, Wisconsin Central Railroad Company, a Minnesota corporation (hereinafter referred to as the Wisconsin Company), executed and delivered to the Trustees an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1954 (hereinafter referred to as the Mortgage); and

WHEREAS, the Wisconsin Company executed and delivered to First National Bank of Minneapolis and Frank B. Weck, as trustees, an Indenture of Mortgage and Deed of Trust, dated as of January 1, 1944 (hereinafter referred to as the First Mortgage); and

WHEREAS, the Mortgage expressly reserved the right of the Wisconsin Company to merge into another corporation, as provided and with the exceptions and upon the terms and conditions set forth in Article XII of the Mortgage; and

WHEREAS, on December 30, 1960, pursuant to a Plan of Merger and with the approval and authorization of the Interstate Commerce Commission, the Wisconsin Company and Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a Minnesota corporation (hereinafter referred to as the Minneapolis Company), were merged into the New Company (then named the Duluth, South Shore and Atlantic Railroad Company and hereinafter referred to as the Duluth Company prior to the merger) as the surviving corporation; and

WHEREAS, Section 1 of Article XII of the Mortgage provides that the conditions contained therein shall not be construed as requiring that in the event of a merger a separate income account shall thereafter be maintained in respect of the operation of the properties subject to the lien of the mortgage, but in lieu thereof provisions may be made which shall be equitable and practical with respect to the apportionment of the revenues and expenses of the successor corporation to establish a basis for the determination and application of Available Net Income as required under Article V, or for the purpose of determining and applying funds to the payment of interest on any contingent interest bonds of the Wisconsin Company or for the purpose of determing the amount of payments required to be made into or out of the Road Replacement Fund, Equipment Replacement Fund and Sinking Fund or for any other purpose fulfilling the provisions and conditions of the Mortgage; provided that any such provisions shall be approved by the Interstate Commerce Commission and unless the Commission shall find that no material alteration of the rights of the Bondholders is thereby effected and shall so determine, they shall also be consented to or approved by the holders of not less than 66-2/3% in aggregate principal amount of all of the then Publicly Held Bonds; and

WHEREAS, the provisions hereinafter set forth in lieu of a separate income account have been approved by the Interstate Commerce Commission in proceedings entitled "Duluth, South Shore & Atlantic Railroad Company - Merger", Finance Docket No. 21,108, and the Commission has found and determined that no material alteration of the rights of the Bondholders is thereby effected; and

WHEREAS, Section 1 of Article XII of the Mortgage provides that compliance with the requirements set forth in said Article shall be evidenced by a Supplemental Indenture; and

WHEREAS, the New Company, as the successor of the Wisconsin Company, has authorized the execution and delivery of this First Supplemental Indenture:

NOW, THEREFORE, in consideration of the premises, and of the sum of Ten Dollars paid by the Trustees to the New Company, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE
DEFINITIONS

For all purposes of this First Supplemental Indenture, unless the context otherwise requires:

"Merger" means the merger of the Wisconsin Company and the Minneapolis Company into the New Company, effected on December 30, 1960, pursuant to a Plan of Merger approved and authorized by the Interstate Commerce Commission by order dated November 30, 1960, in Finance Docket No. 21,108.

"Duluth Mortgage" means the First Mortgage of the Duluth Company to Central Hanover Bank and Trust Company (now the Hanover Bank), as yrustee, dated as of January 1, 1949, as amended by the First Supplemental Indenture and the Second Supplemental Indenture thereto, dated as of January 1, 1960, and January 1, 1961, respectively.

"Minneapolis Mortgages" means:

(a) The First Mortgage of the Minneapolis Company to The Northern Trust Company, as trustee, dated as of January 1, 1944; and

(b) The General Mortgage of the Minneapolis Company to Harris Trust and Savings Bank, as trustee, dated as of January 1, 1944.

"Wisconsin Mortgages" means the Mortgage and the First Mortgage.

"New Company Mortgages" means the Minneapolis Mortgages, the Wisconsin Mortgages, and the Duluth Mortgage.

All other terms used herein are defined in Article I of the Mortgage shall have the same meanings as there defined except to the extend expressly modified herein.

ARTICLE TWO
ASSUMPTION OF MORTGAGE

SECTION 1. The New Company assumes the due and punctual payment of the principal of and interest on all of the Bonds issued and outstanding under the Mortgage according to their tenor and purport and the due and punctual performance of all of the terms, covenants and conditions of the Mortgage required to be kept, preserved and performed by the Wisconsin Company.

SECTION 2. The New Company confirms the lien of the Mortgage upon all of the property that was subject to the lien thereof at the time of the Merger, and hereby subjects to the lien and operation of the Mortgage, as fully as though the Merger had not taken place and the same had been acquired or made by the Wisconsin Company:

(1) All property, rights and franchises hereafter constructed or acquired which shall be appurtenant or incident to any property that was subject to the lien of the Mortgage at the time of the Merger;

(2) All property, rights and franchises hereafter constructed or acquired in whole or in part by the issuance of Bonds, First Mortgage Bonds or Prior Lien Bonds;

(3) All property, rights and franchises hereafter constructed or acquired with cash now or at any time hereafter held by the Trustee or by the corporate trustee under the First Mortgage or any mortgage securing Prior Lien Bonds, or in exchange for property released from the lien thereof, or the acquisition or construction of which has been or shall be made the basis of the withdrawal of cash or the issuance of Bonds or First Mortgage Bonds;

(4) All repairs, renewals, replacements, substitutions and alterations of, to, upon or for such property, rights and franchises;

(5) All property, rights and franchises hereafter acquired pursuant to any covenant contained in the Mortgage which may be purchased, constructed or otherwise acquired by the New Company from and after the effective date of the Merger; and

(6) All other property of every kind and description, hereafter constructed or acquired by the New Company which is appurtenant to or used in connection with any property acquired by the issuance of Bonds, First Mortgage Bonds or Prior Lien Bonds or acquired with cash now or at any time hereafter held by the Trustee or by the corporate trustee of the First Mortgage or by the trustee under any mortgage securing Prior Lien Bonds or acquired in exchange for property released from the time of the Mortgage or any Prior Lien.

SECTION 3. The New Company covenants that all property and franchises hereafter acquired by it and necessary to the full and complete performance of any covenant contained in the Mortgage relating to the deposit of securities, to the maintenance and upkeep of the mortgaged property, to the supply of adequate and efficient equipment to the lines of railroad included in the Mortgage, to the making of all needful and proper repairs, renewals, replacements, substitutions and alterations and to the preservation and keeping in full effect of all rights, franchises and privileges subject to the lien of the Mortgage, or of any other covenant therein, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the lien of the Mortgage.

SECTION 4. The New Company covenants to keep the mortgaged property, so far as practicalbe, readily identifiable; and the Trustees, by accepting or joining in this First Supplemental Indenture shall not be deemed impliedly to have waived any rights they would otherwise have had.

ARTICLE THREE
APPORTIONMENT OF REVENUES AND EXPENSES

SECTION1. In lieu of maintaining a separate income account in respect of the operation of the properties subject to the lien of each of the New Company Mortgages, thefollowing provisions are made for the apportionment of revenues and expenses of the New Company to establish a basis for the determination and application of Available Net Income under each of such Mortgages, or for the purpose of determing and applying funds to the payment of interest on any contingent interest bonds under each of such Mortgages, or for the purpose of determining the amount of payments required to be made into or out of the Capital Fund and Sinking Fund created and maintained under the Minneapolis Mortgage and the several Road Replacement Funds, Equipment Replacement Funds and Sinking Funds created and maintained under the Wisconsin Mortgages and the Duluth Mortgage, or for any other purpose fulfilling the provisions and conditions of such Mortgages:

(a) For the purpose of apportioning the revenues and expenses of the New Company, the operations of the properties subject to the liens of the New Company Mortgages shall be grouped under three divisions, viz.: the Minneapolis Division, being the properties subject to the liens of the Minneapolis Mortgages; the Wisconsin Division being the properties subject to the liens of the Wisconsin Mortgages; and the Duluth Division, being the properties subject to the lien of the Duluth Mortgage.

(b) Depreciation of way and structures, depreciation of equipment, amortization of defense projects and charges to operating expenses for non-depreciable road property retired shall be apportioned among the three Divisions on the basis of their application to the properties subject to the liens of their respective Mortgages.



(c) Rent for leased road and equipment (i.e., leased from other railroads) under obligations in existence at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of the Minneapolis Company, the Wisconsin Company and the Duluth Company thereunder.

(d) Fixed interest on unfunded debt of the Minneapolis Company, the Wisconsin Company and the Duluth Company as such debt existed at the date of the Merger shall be apportioned among the three Divisions according to the respective obligations of such corporation thereunder.

(e) Fixed interest on funded debt and amortization of discount on funded debt, except charges to income on account of equipment obligations, of the Minneapolis Company, the Wisconsin Company and the Duluth Company as the same existed at the date of the Merger or as shall be incurred by the New Company in refunding or refinancing such debt or in refunding or refinancing contingent interest obligations as they existed on said date with fixed interest obligations, shall be apportioned among the three Divisions on the basis of the respective obligations of such corporations thereunder.

(f) Substantial adjustments of income necessary to correct the income accounts of the Minneapolis Company, the Wisconsin Company or the Duluth Company for periods prior to the date of the Merger shall be apportioned solely to the Division or Divisions directly affected by such adjustments, for which purpose all adjustments related to federal income taxes, and in the case of all other adjustments related to a single transaction or series of related transactions only those in excess of $25,000, shall be considered to be substantial.

(g) The net amount of all other revenues, expenses and fixed charges of the New Company shall be apportioned among the three Divisions on the basis of the following percentages, viz.: 48.65% to the Minneapolis Division, 43.34% to the Wisconsin Division, and 8.01% to the Duluth Division.

SECTION 2. The apportionments provided in Section 1 of this Article Three shall be made for each calendar year, beginning with the calendar year 1961; and for the calendar 1961 shall be made in the same manner as if the Merger had been effected on January 1 of that year and the New Company had come into ownership and operation of the properties subject to the liens of the several New Company Mortgages on that date.

SECTION 3. Whenever for any calendar year the amount of Available Net Income of the Minneapolis Division, Wisconsin Division or Duluty Division, determined on the basis of the apportionment of revenues and expenses in accordance with the provisions of Section 1 of Article Three of this First Supplemental Indenture, is insufficient to cover the amount required to satisfy in full the specific purposes to which Available Net Income for such year is required to be applied under the New Company Mortgage or Mortgages of such Division (hereinafter referred to as a deficiency), then if there is an excess for such year in the amount required for such purposes under the New Company Mortgage or Mortgages of any other Division or Divisions, the Company covenants to apply such excess, or so much thereof as shall be necessary, as follows: (a) if there is a deficiency in only one Division, in full to that Division; or (b) if there are deficiencies in two Divisions, to such Divisions according to the ratio of the deficiency of each to the aggregate of such deficiencies.

ARTICLE FOUR
CONCERNING THE TRUSTEES

The Trustees hereby join in the execution of this First Supplemental Indenture upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or the due execution hereof by the New Company or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Company. No implied covenant or obligation shall be read into this First Supplemental Indenture against the Trustees but the duties and obligations of the Trustees shall be determined solely by the expressed provisions of this First Supplemental Indenture. In general, each and every term and condition contained in Article XV of the Mortgage shall apply to and form a part of this First Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions as may be appropriate to make the same conform to this First Supplemental Indenture.

ARTICLE FIVE
GENERAL

This is a supplemental indenture to and shall be a part of the Mortgage, and each of the covenants and obligations of the New Company herein contained shall be subject to the provisions of the Mortgage.

Without limiting the generality of the foregoing, the defaults enumerated in Section 2 of Article XVI of the Original Mortgage shall include defaults in the covenants, conditions and agreements on the part of the New Company, its successors or assignes, contained in the First Supplemental Indenture.

This First Supplemental Indenture may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, SOO LINE RAILROAD COMPANY, the party of the first part, has caused this First Supplemental Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or an Assistant Secretary; and THE NORTHERN TRUST COMPANY, one of the parties of the second part, has caused this First Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents and its corporate seal to be affixed hereto and attested by one of its Assistant Secretaries; and THOMAS H. JOLLS, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first hereinabove written.

SOO LINE RAILROAD COMPANY

SEAL

By LEONARD H. MURRAY
Leonard H. Murray
President

ATTEST:

THOMAS M. BECKLEY
Thomas M. Beckley
Secretary

In the presence of

IRENE L. ANDERSON
Irene L. Anderson

ROBERT G. GEHRZ
Roberg G. Gehrz

THE NORTHERN TRUST COMPANY

SEAL

By F. M. WALLACE
F. M. Wallace
Vice President

ATTEST:

WM. C. KNECHT
Wm. C. Knecht
Assistant Secretary

THOMAS H. JOLLS (L.S.)
Thomas H. Jolls

In the presence of

DOROTHY GROSSER
Dorothy Grosser

NORINE BROSNAN
Norine Brosnan

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

On this 3rd day of January, 1961, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared Leonard H. Murray and Thomas M. Beckley, to me personally known and to me known to be the President and Secretary, respectively, of SOO LINE RAILROAD COMPANY a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its board of directors. And said Leonard H. Murray and Thomas M. Beckley acknowledged the execution and deliverey of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 3rd day of January, 1961.

EDWIN G. WATTS
Edwin G. Watts

Notary Public, Hennepin County, Minn.
My commission expires Oct. 10, 1966.

NOTARIAL SEAL

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

On this 4th day of January, 1961, before me, Milton D. Ekstrom, a Notary Public in and for the County and State aforesaid, personally appeared F. M. Wallace and Wm. C. Knecht, to me personally known to be a Vice President and an Assistant Secretary, respectively, of THE NORTHERN TRUST COMPANy an Illinois corporation, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are a Vice President and an Assistant Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed, sealed and delivered on behalf of said corporation by its authority and the authority of its board of directors. And Said F. M. Wallace and Wm. C. Knecht acknowledged the execution and delivery of the foregoing instrument, by them as such officers, as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 4th day of January, 1961.

MILTON D. EKSTROM
Milton D. Ekstrom

Notary Public

NOTARIAL SEAL

My commission expires: June 11, 1962.



STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

On this 4th day of January, 1961, before me, Milton D. Ekstrom, a Notary Public in and for the County and State aforesaid, personally appeared THOMAS H. JOLLS, to me personally known and to me known to be theidentical indivisual who executed the foregoing instrument, who, being by me duly sworn, did say that he executed and delivered the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 4th day of January, 1961.

MILTON D. EKSTROM
Milton D. Ekstrom

Notary Public

NOTARIAL SEAL

My commission expires: June 11, 1962

STATE OF ILLINOIS ) SS.
COUNTY OF COOK )

Thomas M. Beckley, being first duly sworn, deposes and says that he is Secretary of SOO LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Minnesota, which executed as mortgagor the Supplemental Indenture to which this addidavit is appended, that the consideration of said Supplemental Indenture was actual and adequate, that the same was given in good faith for the purposes set forth therein, and that THE NORTHERN TRUST COMPANY AND THOMAS H. JOLLS , trustees named in said Supplemental Indenture, have delivered to said Railroad Company, and said Railroad Company has received, a duplicate copy of said Supplemental Indenture as executed.

THOMAS M. BECKLEY
Thomas M. Beckley

Subscribed and sworn to before me this 4th day of January, 1961.

MILTON D. EKSTROM
Milton D. Ekstrom

Notary Public

NOTARIAL SEAL

My commission expires: June 11, 1962

STATE OF WISCONSIN ss.
Department of State
Received this 12th day of
Jan. A. D. 1961 at 10
o'clock A M. and recorded in Vol.
47 of R.R.M.
on page 34-41 (21-25)
Secretary of State

M O R T G A G E

BY AND BETWEEN

MILWAUKEE & SUBURBAN TRANSPORT CORPORATION

AND

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

DATED, APRIL 1st, 1961

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This Mortgage, made as of the 1st day of April, 1961, by and between MILWAUKEE & SUBURBAN TRANSPORT CORPORATION, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and First Wisconsin National Bank of Milwaukee, a national banking association, organized and existing under the laws of the United States of America (hereinafter called the "Mortagee"), party of the second part:

WITNESSETH, THAT:

WHEREAS, to secure the payment of indebtedness of the Company in the principal sum of $2,000,000 under the terms of the Company's promissory note (hereinafter called the "Note") issued under the Company's Loan Agreement dated as of April 1, 1961 with the Mortgage (hereinafter called the "Loan Agreement"), and to secure its performance and observance of the Loan Agreement, the Company is required by the terms of the Loan Agreement to execute and deliver this Mortgage; and

WHEREAS, the execution and delivery of this Mortgage by the Company has been duly authorized and all requirements of law and of the Articles of Incorporation and By-Laws of the Company have been fully complied with, and all other acts and things necessary to make this Mortgage a valid, binding and enforceable instrument for the security of the Note and Loan Agreement have been done and performed;

NOW, THEREFORE, the Company in consideration of the sum of $1.00 to it in hand paid, the receipt of which is hereby acknowledged, and of other good and valuable consideration, and in order to comply with the requirements of the Loan Agreement, does hereby grant, bargain, sell and convey unto the Mortgagee and to its successors and assignes, the following described properties, to-wit:

GRANTING CIAUSE I

The real estate more specifically described and enumerated in the schedule hereto annexed, denoted Schedule I, and made a part thereof, reference to which is hereby made with the same force and effect as though said descriptions and enumerations were herein set forth at length.

GRANTING CIAUSE II

Also and together with the tenements, hereditaments, rights, privileges and appurtenances to the same belonging, and all buildings, structures, improvements and fixtures of every kind and description which are now or may hereafter be located on the real estate above described (including, without limitation by virtue of the following descriptions, all heating systems, sprinkler systems, electric systems, boilers and plumbing) all of which are hereby declared to be a part of said real estate whether physically attached thereto or not.

GRANTING CIAUSE III

Also and together with all real estate hereafter acquired by the Company, together with all such buildings, structures, improvements and fixtures, of every kind and description at any time located or used or provided for use thereon (which are hereby declared to be a part of said real estate whether physically attached thereto or not), it being the intention hereof that all such after-acquired property shall be as fully embraced within and subject to the lien hereof as if now owned by the Company and specifically described herein.



GRANTING CLAUSE IV

Also and together with the trackless trolley cars and gasoline and diesel motor buses listed on the schedule hereto annexed, denoted Schedule II, and made a part hereof, reference to which is hereby made with the same force and effect as though said descriptions and enumerations were herein set forth at length, and all equipment located at the Company's car houses, repair shops and garages and used in servicing, overhauling and making major repairs to trolley cars and motor buses, subject only to any title retention or similar liens thereupon in existence of record on the date hereof.

GRANTING CLAUSE V

Also and together with all trackless trolley cars, gasoline and diesel motor buses, and equipment located at the Company's car houses, repair shops and garages and used in servicing, overhauling and making major repairs to such vehicles hereafter acquired by the Company, it being the intention hereof that all such after-acquired vehicles and equipment shall be as fully embraced within and subject to the lien hereof as if now owned by the Company and specifically described herein, subject only to any purchase money or title retention liens on any of said vehicles or equipment in existence at the time of or created as a condition to the Company's acquisition thereof.

GRANTING CLAUSE VI

All poles, feeders, trolley wire and associated devices and suspension owned by the Company wherever installed as a part of the Company's operating property.

EXPRESSLY EXCEPTING AND EXCLUDING, however, all of the property of the Company not expressly described or referred to in the preceding Granting Clauses, including, but not limited to, the following excepted property: (a) All of its automobiles, trucks, trailers and other service and maintenance vehicles; (b) all of its cash, bills, notes, accounts receivable, credits, claims, choses in action, securities, materials and supplies, scrap and tools; and (c) all of its office furniture and equipment, communications equipment, work equipment, stores equipment, and other equipment used or provided for use by the Company; but there shall not be excepted herefrom any equipment which constitutes a part of (i) the real estate described or referred to in Granting Clauses I, II, or III hereof, or (ii) trolley cars, buses, or servicing, overhauling or repair equipment referred to in Granting Clauses IV and V hereof, or (iii) the electrical distribution system referred to in Granting Clause VI hereof.

All property above referred to and subject or intended to be subject to the lien hereof is hereinafter called the "mortgaged property."

TO HAVE AND TO HOLD the mortgaged property unto the Mortgagee and its successors and assigns. This conveyance is intended as a Mortgage, and if all principal, interest and premium, if any, on the Note and all other indebtedness or liability of the Company under the Loan Agreement shall be paid or discharged when due and if all of the provisions of the Loan Agreement to be performed or observed by the Company shall have been duly performed or observed, then this conveyance shall be void, and the Mortgagee shall release the same as provided by law but at the expense of the Company, otherwise this Mortgage to remain in full force and effect.

The Company will not claim any credit on, or make any deduction from the interest or principal hereby secured by reason of the payment of any taxes levied or to be levied upon the lands or other property embraced in this Mortgage during the continuance of the lien of this Mortgage.

The Mortgagee may at its option pay any taxes, assessments or other liens or charges upon any of the mortgaged property and effect and maintain insurance upon the mortgaged property, if the Company shall have failed to pay or discharge or effect and maintain the same as required by the Loan Agreement, in which

event the amount of such payments and the cost of such insurance shall be repaid by the Company to the Mortgagee, upon demand, with interest thereon from the time of payment at the rate of 6% per annum, and if not so repaid the amount thereof with interest shall be deemed a part of the indebtedness of the Company secured hereby, in priority to the Note, premium (if any) and interest thereon.

It is understood and agreed that, consistently with the provisions of Section 6.4 of the Loan Agreement, property subject to this Mortgage may be sold or otherwise disposed of to the extent and upon the conditions set forth in said Section of the Loan Agreement, and the Mortgagee at the expense of the Company shall release from the lien hereof any property so sold or otherwise disposed of upon receipt of a written request from the Company for such release and a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, in form and substance satisfactory to the Mortgagee, showing compliance with the provisions of Section 6.4 of the Loan Agreement. Subject to certain restrictions on the sale or disposition of all or substantially all of its property, assets or business, the Company may sell or otherwise dispose of, free of the lien of this Mortgage, mortgaged property of an aggregate fair value of not to exceed the sum of $50,000 during any calendar year, without release by the Mortgagee. No purchaser in good faith of property covered hereby shall be bound to inquire into or ascertain the authority of the Company to make any such sale or be under any obligation to ascertain or to inquire into the authority of the Mortgagee to release such property, provided that there is delivered to such purchaser (i) in case the property so purchased is of a fair value of less than $50,000, a certificate signed by the President or Vice-President and the Treasurer or any Assistant Treasurer of the Company, stating that no release is required under the provisions of the Loan Agreement in order to effect such sale, free of the lien of this Mortgage, or (ii) in case the property so purchased is of a fair value in excess of $50,000, an instrument of release thereof executed by the Mortgagee.

In the event a default under the Loan Agreement shall occur and be continuing, the Mortgagee may proceed to enforce this Mortgage by action to foreclose or by any other means deemed proper by it and allowed by law in which case all indebtedness secured hereby shall become forthwith due and payable. If legal proceedings are instituted by the Mortgagee to enforce this Mortgage or if the Mortgagee voluntarily or involuntarily becomes or is made a party to any legal proceeding relating to the mortgaged property or to this Mortgage or the Note or Loan Agreement, the Company shall upon demand reimburse the Mortgagee for the amount of its reasonable attorney's fees, costs and expenses in connection with such proceeding, and if not so reimbursed the amount thereof shall be deemed a part of the indebtedness of the Company secured hereby, in priority to the Note, premium (if any) and interest thereon.

The Company agrees, to the extent that it may lawfully so agree, that upon the entry of a judgment of foreclosure or other adjudication that the Company is in default in the performance of its obligations secured hereby, the Mortgagee shall, as a matter of right and without regard to the adequacy of the security, be entitled to the appointment in any proceedings brought to enforce this Mortgage or the obligations secured hereby, of a receiver of the mortgaged property and of the income, rents, issues and profits thereof, while any such proceedings continue to be binding with such powers as may be conferred by the court appointing such receiver.

IN WITNESS WHEREOF, the Company has caused this Mortgage to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested, as of the day and year first above written.

In the presence of:

K. F. Abendroth

Elfrieda F. Keim

MILWAUKEE & SUBURBAN TRANSPORT CORPORATION

A. C. HOLMQUIST
Vice President

Attest:

M. J. ZUROWSKI
Secretary

(CORPORATE SEAL)



STATE OF WISCONSIN } SS
MILWAUKEE COUNTY }

Personally came before me this 25th day of April, 1961, A. C. Holmquist to me known to be the Vice President, and M. J. Zurowski, to me known to be the Secretary of the above-named MILWAUKEE & SUBURBAN TRANSPORT CORPORATION, the corporation described in and which executed the foregoing instrument, and to me known to be the persons who as such officers executed the foregoing instrument in the name and behalf of said corporation, and acknowledged the same, and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, and that they signed, sealed and delivered said instrument in the name and behalf of said corporation by authority of its Board of Directors and stockholders and said A. C. Holmquist and M. J. Zurowski then and there acknowledged said instrument to be the free act and deed of said corporation by each of them voluntarily executed.

Given under my hand and notarial seal this 25th day of April, 1961.

Neal E. Madsen
Notary Public, Milwaukee County,
State of Wisconsin
My commission is permanent

(NOTARIAL SEAL)

SCHEDULE I

The real estate and property referred to in Granting Clause I of the foregoing Mortgage from Milwaukee & Suburban Transport Corporation to First Wisconsin National Bank of Milwaukee, dated as of April 1, 1961, consists of the real estate and property hereinafter more specifically described as follows:

All of the following described real estate located in Milwaukee County, Wisconsin:

(a) Right-of-Way Land

Trolley bus loop between North 35th Street and North 36th Street and lying south of West St. Paul Avenue, being in the SW ¼ of Section 25, Township 7 North, Range 21 East, City of Milwaukee, and described as follows, to wit:

The north 35 feet of Lot 4, Block 1, Continuation of Park Hill Subdivision.

All that part of the SW ¼ of said Section 25 described as follows, to wit: Commencing at a point in the east line of said SW ¼ of Section 25, which point is 1554.30 feet south of the northeast corner of said ¼ section; running thence west 33 feet to the northeast corner of Lot 4, Block 1, Continuation of Park Hill Subdivision, being a part of said ¼ section; thence west along the north line of said Lot 4, 150 feet to a point; thence north 7.15 feet to a point; thence east 183 feet to the east line of said ¼ section; thence 7.15 feet to the place of beginning.

Lot 16, Block 1, Park Hill Subdivision.

The north 16.5 feet of Lot 15, Block 1, Park Hill Subdivision.

(b) Passenger Station and Waiting Room Land

North Sixtieth and West North Avenue Transfer Station Site: The north 90 feet of Lot 1, Block 1, Pabst Park No. 1, in the NE ¼ of Section 22, Township 7 North, Range 21 East.

North Sixtieth and West Vliet Street Transfer Station Site: That part of Lots 1 and 2, Block 1, in Rosedale Park, being part of the SW ¼ of Section 23, Township 7 North, Range 21 East, in the 15th Ward of the City of Milwaukee, described as follows, to wit: Beginning at the northwest corner of said Lot 1; running thence south along the west line of said lot, 100 feet; thence east, parallel to the south line of said Lots 1 and 2, 60 feet; thence north along the east line of said Lot 2, 91.57 feet to the northeast corner of said Lot 2; thence westerly along the north line of said Lots 2 and 1, 60.58 feet to the point of beginning; subject to

restrictions contained in that certain deed recorded on April 26, 1945 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 2107 of Deeds, on Page 632, as Document No. 2553800.

Grange Avenue Transfer Station Site: All of Lot 11 and the south 10 feet of Lot 10, and the south 81.66 feet of Lot 13, in Block 7, in Brenk and Coit Land Co.'s Addition to the Townsite of Cudahy, being a part of the SE ¼ of Section 26, Township 6 North, Range 22 East, in the City of Cudahy.

Atkinson Avenue Transfer Station Site: All that part of the NW ¼ and the SW ¼ of Section 8, Township 7 North, Range 22 East, in the City of Milwaukee, described as follows, to wit: Commencing at the intersection of the northeasterly line of West Atkinson Avenue and the southwesterly line of North Green Bay Avenue as presently laid out; running thence North 60° 09' West on the northeasterly line of West Atkinson Avenue, 102.92 feet to a point; thence North 29° 51' 30" East 74.88 feet to a point in the southwesterly line of North Green Bay Avenue; thence South 24° 06' 30" East on said southwesterly line of North Green Bay Avenue 127.29 feet to the place of beginning together with the easement right for attachment of the train shed and bus shelter roof to the building located on the lands lying northwest of the above described premises as said easement is reserved in that certain deed recorded on December 3, 1940, in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 1687 of Deeds on Page 401, as Document No. 2291696, and subject to the conditions contained therein. Subject to that certain easement of party of the first part dated October 7, 1952, and recorded on October 8, 1952, in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 3146644, granting to Wisconsin Electric Power Company the right of ingress and egress over and across a portion of the above described premises to and from the adjoining substation property of said Wisconsin Electric Power Company.

(c) Car House and Car Storage Yard Land

Fond du Lac Avenue Car Station and Garage Site:

That part of the NE ¼ of Section 13, Township 7 North, Range 21 East, and Lot 3 of Subdivision of 18.855 acres in the City of Milwaukee bounded as follows, to wit: On the west by North 35th Street, on the Northeast by West Fond du Lac Avenue, on the east by North 32nd Street, and on the south by West Locust Street, excepting therefrom that portion of the above described premises lying north of the south line of lands described in the land contract to Clarence F. Sommerfield, dated July 11, 1945, and recorded on July 31, 1946, in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 2653339, said south line being more fully described as follows: Commencing at a point in the east line of North 35th Street, which point is 135.95 feet south of the point of intersection of said east line of North 35th Street and the southwesterly line of West Fond du Lac Avenue; running thence North 68° 11' East on the center line of a party wall and its extension 61.32 feet to a point; thence South 21° 53' East 42.50 feet to a point; thence North 68° 07' East 9.53 feet to a point; thence North 46° 19' 30" East at right angles to the southwesterly line of West Fond du Lac Avenue 43.92 feet to a point on said southwesterly line of West Fond du Lac Avenue, which point is 164.11 feet southeasterly from said point of intersection, measured on the southwesterly line of West Fond du Lac Avenue. Subject to party wall agreement as described in said Document No. 2653339.

Excepting and reserving therefrom that part of the above parcel described as follows: Commencing at a point in the northwest corner of the Northeast one-quarter (N.E. ¼) of Section thirteen (13), Township seven (7) North, Range twenty-one (21) East, running thence south along the west line of said one-quarter (¼) section, ninety-six and ninety-seven one hundredths (96.97) feet to a point; thence east along a line measured at right angles to the west line of said one-quarter (¼) section thirty and no one-hundredths (30.00) feet to a point being the point of intersection of the present southwesterly line of West Fond du Lac Avenue extended and the present east line of North Thirty-fifth (N. 35th) Street extended, thence south forty-three degrees forty minutes thirty seconds east (S. 43°43'30"E.) along said southwesterly line of West Fond du Lac Avenue and its extension northwesterly one hundred sixty-four and eleven one-hundredths (164.11) feet to a point said point being the point of beginning of the land to be described; thence south forty-three degrees forty minutes thirty seconds east (S.43°40'30"E.) along said southwesterly line of West Fond du Lac Avenue, ninety-eight and twenty-five one-hundredths (98.25) feet to a point; thence north forty-six degrees fifty-three minutes fifty-five seconds west (N.46°53'55"W.) ninety-eight and forty-one hundredths (98.40) feet to a point, said point lying five and fifty-three one hundredths (5.53) feet south forty-six degrees nineteen minutes thirty seconds west (S.46°19'30"W.) of and measured at right angles to said southwesterly line of West Fond du Lac Avenue; thence north forty-six degrees nineteen minutes thirty seconds east (N.46°19'30"E.) along a line measured at right angles to said southwesterly line of West Fond du Lac Avenue five and fifty-three one-hundredths (5.53) feet to the point of beginning. (Parcel 6) (G-12498, 3343-45 W. Fond du Lac Avenue)

Kinnickinnic Avenue Car Station Site: Lot lettered "B" in Subdivision of Lots lettered "B" and "L", Horace Chase's Subdivision in the NE ¼ of Section 5, Township 6 North, Range 22 East, except a strip of land off the south end measuring 3 inches wide at the east end and 9 inches wide at the west end.

Fiebrantz Avenue Car Station Site: All that part of the Southeast ¼ of Section 6, Township 7 North, Range 22 East, in the City of Milwaukee, bounded and described as follows, to wit: Commencing at the southwest corner of Lot 3, Block 1, of Harry Mewes Subdivision; running thence east on the north line of West Fiebrantz Avenue 229.12 feet to a point; which point is the place of beginning of the lands herein described; thence North 22° 38' 20" West 57.15 feet to a point; thence west 14.2 feet to a point; thence North 8° 09' West 20.45 feet to a point; thence North 0°26' West 305 feet to a point; thence North 8° 48' 40" West 20.23 feet to a point; thence North 0° 06' 15" West 42.30 feet to a point; thence North 44° 50' 55" East 42.82 feet to a point on the extended south line of Block 2 of the Savings and Investment Association of Milwaukee Subdivision No. 21; thence east on the south line of said Block 2 and the extension thereof, 292.63 feet to the southeast corner of Lot 15 of said Block 2; thence South 0° 25' East on the west line of said Block 2, 295.5 feet to the southwest corner of Lot 25, said Block 2; thence east on the south line of said Lot 25, 120 feet to a point on the west line of North 19th Street; thence South 0° 25' East on the west line of said North 19th Street 175.59 feet to a point on the north line of West Fiebrantz Avenue; thence west on the north line of West Fiebrantz Avenue 401.33 feet to the place of beginning. Excepting and reserving therefrom all that part of the above described parcel lying west of a line 200 feet east of and parallel to the east line of North 20th Street as said street is presently laid out.

All that part of the north 80 feet of Lots 1, 2 and 3, Block 4, People's Building and Loan Association Subdivision No. 7, a subdivision in the W ½ of the SE ¼ of Section 6, Township 7 North, Range 22 East, City of Milwaukee, described as follows, to wit: Commencing at the northeast corner of said Lot 1; running thence south on the east line of said Lot 1, 75 feet to a point; thence northwest in a straight line to a point in the north line of said Lot 3, which point is 65 feet west of said northeast corner of said Lot 1, thence east on the north

line of said Lots 3, 2 and 1, 65 feet to the place of beginning.

Oakland Avenue Car Station Site: All that part of Government Lot 2 in the NE ¼ of Section 9, Township 7 North, Range 22 East, described as follows, to wit: Commencing at a point on the south line of said Lot 2, which point is 329.00 feet west of SE corner of said Lot 2, running thence westerly on the south line of said lot to the east line of the railway right-of-way of the Chicago & North Western Railway Company; thence northwest on said east line of the Chicago & North Western Railway Company right-of-way to the southeast line of Morris Boulevard; thence northeasterly on said southeast line of Morris Boulevard to the southwest corner of Lot 22, Block 1, Ravinia Park Subdivision, being a subdivision in said NE ¼ of said Section 9; thence North 89° 08' East on the south line of said Block 1 of Ravinia Park Subdivision 498.74 feet to a point; thence south on the west line of said Block 1, 365 feet to a point; thence North 89° 08' East on the south line of said Block 1, 160 feet to a point in the east line of said Section 9; thence south on said section line 217.23 feet to a point which is 86.84 feet north of the southeast corner of said Lot 2; thence South 89° 11' West parallel to the south line of said Lot 2, 116.83 feet to a point; thence north parallel to the east line of said Lot 2, 14.4 feet to a point; thence South 89° 11' West, 9.6 feet to a point; thence north, parallel to said east line of Lot 2, 39.8 feet to a point; thence South 89° 11' West, 202.57 feet to a point; thence south parallel to said east line 141.04 feet to the place of beginning. Subject to the public's use of North Oakland Avenue, which includes that part of the above described land lying east of a line 40 feet west of and parallel to the east line of said Section 9.

Also together with the easements and party wall rights conveyed to party of the first part by, and subject to the easements, party wall rights, exceptions, reservations and conditions contained in that certain correction deed dated January 29, 1947, and recorded on February 6, 1947 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 2335 of Deeds, on Pages 538 to 542, inclusive, as Document No. 2693852.

Also together with the easements reserved to party of the first part by, and subject to the easements, exceptions, reservations and conditions contained in that certain deed of party of the first part to Wisconsin Electric Power Company dated April 11, 1947, and recorded on April 14, 1947 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 2706334.

Also subject to rights of Metropolitan Sewerage Commission of the County of Milwaukee to construct, maintain and operate a sewer in the property as set forth in right-of-way granted July 21, 1930 by Milwaukee Electric Railway and Light Company to Metropolitan Sewerage Commission of the County of Milwaukee, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 1354 of Deeds, Page 328, as Document No. 1857524.

(d) Garage Land

East Kinnickinnic Garage: A strip of land at the south end of Lot B in Subdivision of Lots B and L, Horace Chase's Subdivision in the NE ¼ of Section 5, Township 6 North, Range 22 East, measuring 3 inches wide at the east end and 9 inches wide at the west end.

Also Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 in Block 132, except the east 23 feet; and that part lying east of South Kinnickinnic Avenue of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 133, of Judge A. D. Smith's Subdivision, in said NE ¼ of Section 5; excepting and reserving therefrom all that part of Lots 7, 8 and 9 in said Block 132, that part of Lots 7, 8 and 9 in said Block 133, lying east of South Kinnickinnic Avenue, and that part of vacated Barclay Street, all in said Judge A. D. Smith's Subdivision, bounded and described as follows, to wit: Commencing at a point on the south line of said Lot 9, Block 132, 23 feet west of the southeast corner of said Lot 9, Block 132, running thence north parallel to the east line of said Block 132, 60.88 feet to a point on the extended line of the north face of an existing wall; thence west on the north face



of said wall and its extension to a point on the easterly line of South Kinnickinnic Avenue as presently laid out and occupied; thence southeasterly on said easterly line 65.46 feet to a point on the north line of East Maple Street; thence east on the north line of East Maple Street 156.49 feet to the place of beginning, together with the footings of said wall with the permanent right and easement to maintain, repair and replace said footings in the south 3 feet of said conveyed premises, and the permanent right to use in common with party of the second part the existing drains, sewers and water mains on the premises hereby conveyed and now serving the said excepted premises.

Also together with the right to maintain existing attachments to said wall for the support and use of the garage structure on the premises hereby conveyed so long as said existing wall shall remain in place, and the permanent right to use in common with party of the first part the existing drains, sewers and water mains on the said excepted premises and now serving the premises hereby conveyed.

1715 South Kinnickinnic Avenue Garage: The south 60 feet of Lot lettered "C" in Horace Chase's Subdivision in the NE ¼ of Section 5, Township 6 North, Range 22 East.

West Kinnickinnic Garage: All that part of Lots 1, 2, 3 and 4 in Block 133 of Judge A. D. Smith's Subdivision in the NE ¼ of Section 5, Township 6 North, Range 22 East, lying west of South Kinnickinnic Avenue, and all of Lots 15, 16, 17 and 18 in said Block 133.

(e) Repair Shop Land

Cold Spring Shops: That part of the SW ¼ of Section 24, and the NW ¼ of Section 25, Township 7 North, Range 21 East, described as follows, to wit: Commencing at the southeast corner of Lot 14, Block 2, Winckler's West Park Addition; thence north on the east line of said Lot 14 to the southwest corner of Lot 17, Adelin Subdivision; thence east on the south line of said Lot 17, 157.55 feet to North 40th Street; thence south on the west line of North 40th Street to the south line of West McKinley Avenue; thence east on said south street line to the northwest corner of the south one-half of Lot 20, Block 2, Becker's Subdivision; thence south on the west line of said Block 2 to a point on the northwesterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence southwesterly on said right-of-way line to the center line of West Highland Boulevard; thence northwesterly and north on said center line to its intersection with the south line of said Lot 14 extended west; and thence east on said south lot line and said extension to the place of beginning, excepting and reserving therefrom the east 39 feet. Subject to that certain easement of party of the first part dated October 7, 1952, and recorded on October 8, 1952, in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 3146645, granting to Wisconsin Electric Power Company the permanent right to keep, use, maintain or remove certain buildings and equipment located on the easterly portion of the above described premises hereby conveyed, together with the right of ingress and egress to and from said buildings and equipment.

(f) Miscellaneous Land

Lower Cold Spring Yard: That part of the NW ¼ of Section 25 and the N E¼ of Section 26, Township 7 North, Range 21 East, described as follows, to wit: Commencing at the intersection of the center line of West State Street and the east line of said Section 26; running thence North 79° 15' West on said center line, 117.05 feet to a point, which point is 115 feet west of said section line; ~~thence northwesterly on said center line 115 feet west of said section line~~; thence north and parallel 115 feet distant from said section line, 749.93 feet to a point; thence North 54° 22' East, 141.49 feet to a point on said section line; thence north on said section line to a point on the south line of Block 3, Menominee Subdivision in said NW ¼ of Section 25; thence

North 88° 26' 15" East on the south line of said Block 3, 274.72 feet; thence North 54° 24' 55" East on the southeasterly line of said Block 3 and the extension thereof 145.47 feet; thence North 0° 05' East parallel to the east line of said Block 3, 92.36 feet to the south line of West Martin Drive; thence North 89° 55' East on said south line and the extension thereof to a point on the center line of West Highland Boulevard; thence southeasterly on said center line to the northwesterly line of the railway right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence southwesterly on said right-of-way line to the intersection with said center line of West State Street; and thence west on said center line to the place of beginning; excepting and reserving therefrom that part of the above parcel described as follows:

Commencing at the Northeast corner of Lot 8, Block 3, Menomonee Subdivision, a subdivision in said Northwest one-quarter (NW ¼) of Section 25; thence S. 89° 55' East on the South line of W. Martin Drive 14 feet to a point, which point is the place of beginning for lands herein described; thence continuing S. 89° 55' East on said South line 126.08 feet to a point on the westerly line of W. Highland Boulevard; thence S. 35° 20' East on said westerly line 76.09 feet to a point; thence S. 64° 31' West 188.61 feet to a point; thence N . 0° 05' East, parallel to the East line of aforesaid Lot 8, Block 3, 143.45 feet to the place of beginning. Subject, however, to rights of A. Gettelman Brewing Company to locate, maintain, operate and repair water mains as reserved in a deed from A. Gettelman Brewing Company to The Milwaukee Electric Railway and Light Company recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, in Volume 1012 of Deeds, Page 412, as Document N o. 1271976; subject also to a 15 foot easement to the City of Milwaukee for sewer purposes as set forth in conveyance from Milwaukee Sharpshooters Society of Milwaukee to the City of Milwaukee dated September 18, 1893 and recorded October 12, 1893 in the office of the Register of Deeds for Milwaukee County Wisconsin in Volume 322 of Deeds, Page 123, as Document No.242866; subject also to conveyance from James D. Shaw to the City of Milwaukee dated March 31, 1906 for construction and maintenance of a viaduct for highway purposes, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin April 16, 1906, in Volume 529 of Deeds: page 181, as Document No. 544196.

SCHEDULE II

The trackless trolley cars and gasoline and diesel motor buses referred to in Granting Clause IV of the foregoing Mortgage from Milwaukee & Suburban Transport Corporation to First Wisconsin National Bank of Milwaukee, dated as of April 1, 1961, includes the below-listed equipment:

(a) Trackless Trolley Cars

Two hundred seventy eight trackless trolley cars, numbered 229, 230, 232, 233, 235, 236, 238, 240, 241, 242, 243, 245, 246, 248, 249, 250, 251, 253, 255, 256, 257, 259, 261, 264, 265, 269, 270, 272, 273, 274 to 405, inclusive, 408 to 449, inclusive and 515 to 589, inclusive.

(b) Gasoline Motor Buses

One hundred seventy-eight gasoline motor buses numbered 891 to 921, inclusive, 934 to 984, inclusive, 1000 to 1072, inclusive and 1074 to 1096, inclusive.

(c) Diesel Motor Buses

Three hundred and nine diesel motor buses, numbered 1195 to 1503, inclusive.

(d) Fare Boxes

One thousand, two hundred and four fare boxes used on the aforementioned trackless trolley cars and motor buses.

STATE OF WISCONSIN ) SS.
DEPARTMENT OF STATE )

Received this 26th day of April A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 42 - 50.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Fee $1.25)

RELEASE
OF CERTAIN LAND IN THE COUNTY OF LA CROSSE
FROM LIEN OF
FIRST AND REFUNDING MORTGAGE OF FEBRUARY 1, 1921
AND SUPPLEMENTS OF AUGUST 1, 1945, FEBRUARY 1, 1950 AND FEBRUARY 1, 1958

BY

THE FIRST NATIONAL CITY BANK OF NEW YORK AND JACOB M. FORD, II, TRUSTEES

TO

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DATED, APRIL 13th, 1961

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: That The First National City Bank of New York (formerly The First National Bank of the City of New York), a corporation created and existing under the laws of the United States of America, and Jacob M. Ford, II, (by succession to Frazier L. Ford), Trustees, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby remise, release, and quitclaim unto the Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, all right, title, interest, claim or demand, whatsoever said The First National City Bank of New York and Jacob M. Ford, II, Trustees, may have acquired in, through, or by a certain Trust Mortgage bearing date of the first day of February, 1921, and recorded in the office of the Secretary of State of the State of Wisconsin in Volume 22 of Railroad Mortgages, Page 127 as supplemented by Supplemental Indenture, dated August 1, 1944, unrecorded, Supplemental Indenture and Second Supplemental Indenture, both dated August 1, 1945, Third Supplemental Indenture dated February 1, 1950, and a Supplemental Indenture dated February 1, 1958, all recorded in th e office of the Secretary of State of the State of Wisconsin in Volume 39 of Railroad Mortgages, Pages 173 and 187, Volume 43 of Railroad Mortgages, Pages 340, and Volume 46 of Railroad Mortgages, Page 423-429, respectively, to the following described property in La Crosse County, State of Wisconsin, to-wit:

A parcel or tract of land situated in Lot 1 of Section Thirty-two (32) Township Sixteen (16) North, Range Seven (7) West of the Fourth Principal Meridian, more particularly described as being:

A strip of land uniformly Twenty-five (25) feet wide off the East side of the right of way of the Chicago, Burlington & Quincy Railroad Company in that part of the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) of said Section Thirty-two (32), Township Sixteen (16) North, Range Seven (7) West of the Fourth Principal Meridian, that lies West of the LaCrosse River, containing 25,250 square feet, more or less.

This release is made and accepted without covenants or warranties, expressed or implied, in law or in equity, and without recourse to the grantors in any event or in any contingency.

It is understood that the lien of said Trust Mortgage is not in any degree or to any extent impaired or affected hereby upon any property covered by said mortgage other than that specifically herein described.

IN WITNESS WHEREOF, The First National City Bank of New York has caused these presents to be signed with its corporate name by its vice-president, and its corporate seal to be hereon impressed and attested by its assistant cashier and the said Jacob M. Ford, II, Trustee, has duly executed same, as of the 13th day of April, 1961.

THE FIRST NATIONAL CITY BANK OF NEW YORK
Corporate Trustee

Attest:

John J. Lynn
Assistant Cashier

(SEAL)

By S. L. SMITH
Vice President

Witnesses to signatures:

R. E. Johnson

D. N. Williams

Witnesses to signatures:

R. E. Jones, Jr.

Walter Canter

Jacob M. Ford, II
Individual Trustee

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK)

Be it remembered, that on this 13th day of April A.D. 1961, before me, a Notary Public in and for said County and State, personally appeared S. L. Smith, Vice President of The First National City Bank of New York, a corporation created and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as Vice-President, who, being by me duly sworn, says that he is Vice-President of the First National City Bank of New York, Trustee, and that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that it was affixed by order of The First National City Bank of New York, Trustee; that said instrument was signed and sealed by him in behalf of said corporation as Vice-President of said corporation; and the said S. L. Smith acknowledged said instrument, and that it was the voluntary act and deed of The First National City Bank of New York, Trustee, and that he, as Vice-President signed, sealed and delivered said instrument as the free and voluntary act and deed of The First National City Bank of New York, Trustee, and as his own free and voluntary act and deed as Vice-President, forthe uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of April A.D. 1961.

(SEAL)

JOHN L. GRIMMELBEIN
Notary Public in and for said County and State
State of New York - No. 30-6675350
Qualified in Nassau County - Cert. filed in
N.Y. County - Term expires March 30, 1962

STATE OF MISSOURI )
) SS.
COUNTY OF BUCHANAN )

I, Lois McKinley, Notary Public in and for the said County, in the State aforesaid, do hereby certify that Jacob M. Ford, II, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 19th day of April A.D. 1961.

(Notarial Seal)

Lois McKinley
Notary Public
My Commission expires July 28, 1961.

STATE OF WISCONSIN ) ss.
DEPARTMENT OF STATE)

Received this 4th day of May A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 51 - 52.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

E. F. MADRIGRANO, INC.

DATED, MARCH 7TH, 1961

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM under E. F. MADRIGRANO, INC., A Wisconsin corporation, of 2022 - 56th Street, Kenosha, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, and described as follows, to wit:

That part of the Chicago and North Western Railway Company's property situated in the Southwest Quarter (SW ¼) of Section Thirty-One (31), Township Two (2) North, Range Twenty-Three (23) East and described as follows, to wit:

Beginning at the intersection of South line of 55th Street and the East line of 19th Street, as said streets were originally located and established; thence East along said South line of 55th Street a distance of One Hundred Eighty-Three (183) feet, more or less to the Northwest Corner of that certain parcel of land conveyed to Morris Goldman by deed dated May 14, 1946; thence South along the West line of said parcel conveyed by to Morris Goldman, a distance of One Hundred Forty-five (145) feet, aforesaid deed/more or less, to a point Eight and Five-tenths (8.5) feet Northwesterly, as measured perpendicularly from the center line of I. C. C. Spur Track No. 31: thence Southwesterly parallel with said center line of I.C.C. Track No. 31 and the same extended Southwesterly a distance of One Hundred Eighty-five (185) feet, more or less, to said East line of 19th Street; thence North along said East line of 19th Street to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 7th day of March A.D., Nineteen Hundred and Sixty-one.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

A. R. MENARD
Assistant Secretary

BY W. K. STEVENS
Vice President

WITNESSES:
To the Signatures of the officers of the First National Bank of Chicago:

A. E. GRINTON

T. GAFFIGAN

STATE OF ILLINOIS)
) ss
COUNTY OF COOK )

I, R. STOLTZ a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and A. R. MENARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides Hinsdale, Illinois and that A. R. MENARD resides Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 7th day of March A.D., Nineteen Hundred and Sixty-one.

R. STOLTZ
Notary Public

(NOTARIAL SEAL)

My Commission as such
Notary Public Expires: March 10, 1964

In and for the County of Cook in the State of Illinois

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 16th day of May A.D. 1961 at 4:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 53 - 54.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Fee $1.75)

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

E. F. MADRIGRANO, INC.

DATED, MARCH 17TH, 1961

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended. FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto E. F. MADRIGRANO, INC., a Wisconsin corporation, of 2022 - 56th Street, Kenosha, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Kenosha, County of Kenosha and State of Wisconsin, and described as follows, to wit:

That part of the Chicago and North Western Railway Company's property situated in the Southwest Quarter (SW ¼) of Section Thirty-One (31), Township Two (2) North, Range Twenty-three (23) East and described as follows, to wit:

Beginning at the intersection of South line of 55th Street and the East line of 19th Street, as said streets were originally located and established; thence East along said South line of 55th Street, a distance of One Hundred Eighty-Three (183) feet, more or less, to the Northwest Corner of that certain parcel of land conveyed to Morris Goldman by deed dated May 14, 1946; thence South along the West line of said parcel conveyed by aforesaid deed to Morris Goldman, a distance of One Hundred Forty-five (145) feet, more or less, to a point Eight and Five-Tenths (8.5) feet Northwesterly, as measured perpendicularly from the center line of I.C.C. Spur Track No. 31; thence Southwesterly parallel with said center line of I.C.C. Track No. 31 and the same extended Southwesterly a distance of One Hundred Eighty-five (185) feet, more or less, to said East line of 19th Street; thence North along said East line of 19th Street to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 16th day of March A.D., Nineteen Hundred and Sixty-one.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

R. G. PINTARD
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

F. BATZ

J. OWENS

This is Page 2 of a release dated March 16, 1961, releasing from the lien ~~of the lien~~ of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, as supplemented and amended, certain property located in the City of Kenosha, County of Kenosha, and State of Wisconsin.

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK)

I, Harrison Laemmerhirt, a Notary Public, duly commissioned and qualified in and for the County and state aforesaid and residing therein, DO HEREBY CERTIFY THAT H. A. BASHAM, Jr. and R. G. PINTARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, JR. resides 261 West 11th Street, New York, N. Y. and that R. G. PINTARD resides at 17 Taylor St., Dover, N. J. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrumemt in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York,this 17th day of March A.D., Nineteen Hundred and Sixty-one.

(NOTARIAL SEAL)

HARRISON J. LAEMMERHIRT
Notary Public
In and for the County of New York in
the State of New York
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term Expires March 30, 1961

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE)

Received this 16th day of May A.D. 1961 at 4:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 55 - 56.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

GEORGE E. NELSON, SR.

DATED, APRIL 21ST, 1961

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq. as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto GEORGE E. NELSON, SR., of Kenosha, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, and described as follows, to wit:

That part of the Southwest Quarter (SW ¼) of Section Thirty-one (31), Township Two (2) North, Range Twenty-Three (23) East bounded and described as follows, to wit:

Beginning at the intersection of the South Line of Fifty-Second (52nd) Street with the East Line of Thirteenth (13th) Court; thence South along the East Line of Thirteenth (13th) Court to the Easterly extension of the North Line of Fifty-Fourth (54th) Street; thence Easterly along the Easterly extension of Fifty-Fourth (54th) Street to a point distant Nine and No One-Hundredths (9.00) feet Westerly measured at right angles from the center-line of the Chicago and North Western Railway Company I.C.C. Track Number Forty-Two (42); thence Northerly parallel with said centerline of I.C.C. Track Number Forty-Two (42) to the South Line of Fifty-Second (52nd) Street; thence Westerly along the South Line of Fifty-Second (52nd) Street to the Point of Beginning.

As said Streets are laid down and described on the Plats of the City of Kenosha as shown on the Records of the Recorder's Office in and for said County.

Excepting, however, all coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 21st day of April A.D., Nineteen Hundred and Sixty-One.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

(SEAL)

By COLL GILLIES
Vice President

ATTEST:

A. R. Menard
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

A. E. GRINTON

J. MATZKE

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, R. Stoltz a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY, that COLL GILLIES and A. R. MENARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that COLL GILLIES resides at Evanston, Illinois and that A. R. MENARD resides at Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 21st day of April A.D., Nineteen Hundred and Sixty-One.

R. STOLTZ
Notary Public
In and for the County of Cook in
the State of Illinois.
My Commission as such Notary Public
Expires: March 10, 1964.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 16th day of May A.D. 1961 at 4:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 57 and 58.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED

(Fee $1.75)

# RELEASE
## OF CERTAIN LAND IN THE CITY AND COUNTY OF KENOSHA FROM LIEN OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

GEORGE E. NELSON, SR.

DATED, APRIL 27TH, 1961

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto GEORGE E. NELSON, SR., of Kenosha, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, and described as follows, to wit:

That part of the Southwest Quarter (SW ¼) of Section Thirty-One (31), Township Two (2) North, Range Twenty-Three (23) East bounded and described as follows, to wit:

Beginning at the intersection of the South Line of Fifty-Second (52nd) Street with the East Line of Thirteenth (13th) Court; thence South along the East Line of Thirteenth (13th) Court to the Easterly extension of the North Line of Fifty-Fourth (54th) Street; thence Easterly along the Easterly extension of Fifty-Fourth (54th) Street to a point distant Nine and No One-Hundredths (9.00) feet Westerly measured at right angles from the centerline of the Chicago and North Western Railway Company I.C.C. Track Number Forty-Two (42); thence Northerly parallel with said centerline of I.C.C. Track Number Forty-Two (42) to the South Line of Fifty-Second (52nd) Street; thence Westerly along the South Line of Fifty-Second (52nd) Street to the Point of Beginning. As said streets are laid down and described on the Plats of the City of Kenosha as shown on the Records of the Recorder's Office in and for said County.

Excepting, however, all coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 27th day of April A.D., Nineteen Hundred and Sixty-One.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

F. BATZ

J. OWENS

This is Page 2 of a release dated April 27, 1961, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, as supplemented and amended, certain property located in the City of Kenosha, County of Kenosha, and State of Wisconsin.

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

I, Gerald R. Purdon a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR. and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, Jr. resides at 261 West 11th Street, New York, N. Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 28th day of April A.D., Nineteen Hundred and Sixty-One.

(Notarial Seal)

GERALD R. PURDON
Notary Public
In and for the County of New York in
the State of New York.
No. 52-3175200
Qualified in Suffolk County
Cert. filed with New York County
Term Expires March 30, 1963.

STATE OF WISCONSIN ) ss.
DEPARTMENT OF STATE )

Received this 16th day of May A.D. 1961 at 4:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 59 and 60.

ROBERT C. ZIMMERMAN
Secretary of State

45 INDEXED
(Fee $2.75)

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF WAUKESHA
FROM LIEN OF
FIRST MORTGAGE OF JANUARY 1, 1944
BY
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE
TO
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
DATED, MAY 11th, 1961

- - - - - - - - - - -

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages at page 15, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, whereof the receipt is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage in and to that certain property situated at Waukesha, in the County of Waukesha, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 11th day of May, A.D. 1961.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid

(SEAL)

By Ray F. Myers
Vice President

ATTEST OR COUNTERSIGNED:

By E. J. Friedrich
Assistant Secretary

WITNESSED BY:

M. A. Clark

H. J. Groener

Parcel 1.

All that part of Block "P", Northwest Addition to Prairieville (now Waukesha), in the County of Waukesha and State of Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of said Block "P"; thence North Sixty Degrees Thirty Minutes Fifty Seconds (60°30'50") East, One Hundred Forty-eight and Sixty-eight Hundredths (148.68) feet to the Southeast corner of Lot One (1), Block "P"; thence North Forty Degrees No Minutes (40° 00') West, Thirty-nine and No Hundredths (39.00) feet; thence North Fifty Degrees No Minutes (50° 00') East along the Northwesterly line of Lot Eleven (11), Block "P", Two Hundred Sixty-three and Sixty-seven Hundredths (263.67) feet; thence North Fifty Degrees Fifty-seven Minutes (50°57') West, Thirty and Thirty-eight Hundredths (30.38) feet; thence South Forty-

nine Degrees Six Minutes (49°06') West, Ninety-eight and Forty-nine Hundredths (98.49) feet; thence in a Southwesterly direction One Hundred Seventy-three and Six Hundredths (173.06) feet along a curve of radius One Thousand Sixty-two and Thirty Hundredths (1062.30) feet, the center lying to the Northwest and the chord of which bears South Fifty-three Degrees Forty-six Minutes (53°46') West, One Hundred Seventy-two and Eighty-eight Hundredths (172.88) feet; thence South Fifty-nine Degrees Eighteen Minutes Thirty-five Seconds (59°18'35") West, Fifteen and Eighty-six Hundredths (15.86) feet; thence South Forty-nine Degrees Thirty-nine Minutes Forty-eight Seconds (49°39'48") West, One Hundred Thirty-nine and Eighty-five Hundredths (139.85) feet to the Northeasterly line of Madison Street; thence South Fifty-six Degrees No Minutes (56°00') East along said street line, Twenty-three and Twenty-three Hundredths (23.23) feet; thence continuing along said street line South Sixty-seven Degrees Twenty Minutes Forty-five Seconds (67°20'45") East, Thirty-four and Eighty-three Hundredths (34.83) feet to the place of beginning, containing 0.4236 of an acre, more or less.

Parcel 2.

All that part of Block "P", Northwest Addition to Prairieville (now Waukesha), in the County of Waukesha and State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of Lot One (1), Block "P", Northwest Addition; thence North Forty Degrees No Minutes (40°00') West, Thirty-nine and No Hundredths (39.00) feet; thence North Fifty Degrees No Minutes (50°00') East along the Northwesterly line of Lot Eleven (11), said Block "P", Two Hundred Sixty-three and Sixty-seven Hundredths (263.67) feet to the place of beginning of the parcel hereinafter described; thence continuing North Fifty Degrees No Minutes (50°00') East along the Northwesterly line of said Lot Eleven (11), Two Hundred Ninety and Forty-nine Hundredths (290.49) feet to the Northeasterly line of Block "P"; thence North Fifty Degrees Thirty-three Minutes Fifteen Seconds (50°33'15") West along said line, Thirty-nine and Fifty-eight Hundredths (39.58) feet; thence in a Southwesterly direction One Hundred Eighty-two and Fifty-three Hundredths (182.53) feet along a curve of radius Three Thousand Six Hundred Sixty-nine and Twenty-eight Hundredths (3669.28) feet, the center lying to the Northwest and the chord of which bears South Forty-seven Degrees Forty Minutes Thirty-three Seconds (47°40'33") West, One Hundred Eighty-two and Fifty-one Hundredths (182.51) feet; thence South Forty-nine Degrees Six Minutes (49°06') West, One Hundred Six and Sixty-six Hundredths (106.66) feet; thence South Fifty Degrees Fifty-seven Minutes (50°57') East, Thirty and Thirty-eight Hundredths (30.38) feet to the place of beginning, containing 0.2214 of an acre, more or less.

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Personally came before me this 11th day of May, A.D. 1961, Ray F. Myers, Vice President, and E. J. Friedrich, Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

M. CAMPBELL, JR.
Notary Public in and for the State
of Illinois, County of Cook
My Commission Expires Oct. 23, 1962.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 23rd day of May A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 61 and 62.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Form 2-71

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF WAUKESHA
FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, MAY 16th, 1961

---

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin in Book 39 of Railroad Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND Q ITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to that certain property situated at Waukesha, County of Waukesha, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 16th day of May, A.D. 1961.

HARRIS TRUST AND SAVINGS BANK
as Trustee as aforesaid

(SEAL)

By F. O. MANN
Vice President

ATTEST OR COUNTERSIGNED:

BY W. H. SPITLER
Assistant Secretary

WITNESSED BY:

R. S. STAM

W. H. LIEBETRAU

Parcel 1.

All that part of Block "P", Northwest Addition to Prairieville (now Waukesha), in the County of Waukesha and State of Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of said Block "P"; thence North Sixty Degrees Thirty Minutes Fifty Seconds (60° 30'50") East, One Hundred Forty-eight and Sixty-eight Hundredths (148.68) feet to the Southeast corner of Lot One (1), Block "P"; thence North Forty Degrees No Minutes (40°00') West, Thirty-nine and No Hundredths (39.00) feet; thence North Fifty Degrees No Minutes (50°00') East along the Northwesterly line of Lot Eleven (11), Block "P", Two Hundred Sixty-three and Sixty-seven Hundredths (263.67) feet; thence North Fifty Degrees

Fifty-seven Minutes (50°57') West, Thirty and Thirty-eight Hundredths (30.38) feet; thence South Forty-nine Degrees Six Minutes (49°06') West, Ninety-eight and Forty-nine Hundredths (98.49) feet; thence in a Southwesterly direction One Hundred Seventy-three and Six Hundredths (173.06) feet along a curve of radius One Thousand Sixty-two and Thirty Hundredths (1062.30) feet, the center lying to the Northwest and the chord of which bears South Fifty-three Degrees Forty-six Minutes (53.46') West, One Hundred Seventy-two and Eighty-eight Hundredths (172.88) feet; thence South Fifty-nine Degrees Eighteen Minutes Thirty-five Seconds (59°18'35") West, Fifteen and Eighty-six Hundredths (15.86) feet; thence South Forty-nine Degrees Thirty-nine Minutes Forty-eight Seconds (49°39'48") West, One Hundred Thirty-nine and Eighty-five Hundredths (139.85) feet to the Northeasterly line of Madison Street; thence South Fifty-six Degrees No Minutes (56°00') East along said street line, Twenty-three and Twenty-three Hundredths (23.23) feet; thence continuing along said street line South Sixty-seven Degrees Twenty Minutes Forty-five Seconds (67°20'45") East, Thirty-four and Eighty-three Hundredths (34.83) feet to the place of beginning, containing 0.4236 of an acre, more or less.

Parcel 2.

All that part of Block "P", Northwest Addition to Prairieville (now Waukesha), in the County of Waukesha and State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of Lot One (1), Block "P", Northwest Addition; thence North Forty Degrees No Minutes (40°00') West, Thirty-nine and No Hundredths (39.00) feet; thence North Fifty Degrees No Minutes (50°00') East along the Northwesterly line of Lot Eleven (11), said Block "P", Two Hundred Sixty-three and Sixty-seven Hundredths (263.67) feet to the place of beginning of the parcel hereinafter described; thence continuing North Fifty Degrees No Minutes (50°00') East along the Northwesterly line of said Lot Eleven (11), Two Hundred Ninety and Forty-nine Hundredths (290.49) feet to the Northeasterly line of Block "P"; thence North Fifty Degrees Thirty-three Minutes Fifteen Seconds (50°33'15") West along said line, Thirty-nine and Fifty-eight Hundredths (39.58) feet; thence in a Southwesterly direction One Hundred Eighty-two and Fifty-three Hundredths (182.53) feet along a curve of radius Three Thousand Six Hundred Sixty-nine and Twenty-eight Hundredths (3669.28) feet, the center lying to the Northwest and the chord of which bears South Forty-seven Degrees Forty Minutes Thirty-three Seconds (47°40'33") West, One Hundred Eighty-two and Fifty One Hundredths (182.51) feet; thence South Forty-nine Degrees Six Minutes (49°06') West, One Hundred Six and Sixty-six Hundredths (106.66) feet; thence South Fifty Degrees Fifty-seven Minutes (50°57') East, Thirty and Thirty-eight Hundredths (30.38) feet to the place of beginning, containing 0.2214 of an acre, more or less.

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

Personally came before me this 16th day of May, A.D. 1961, F. O. MANN a Vice President, and W. H. SPITLER, an Assistant Secretary, of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

MARY E. DEAROLPH
Notary Public in and for the State of Illinois, County of Cook
My Commission Expires Feb. 2, 1963.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 23rd day of May A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 63 and 64.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED

(Fee $2.75)

D E E D
COVERING CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
BY
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
TO
WESTERN PUBLISHING COMPANY, INC.
DATED, MARCH 20th, 1961

- - - - - - - - - - - -

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, hereby QUITCLAIMS to WESTERN PUBLISHING COMPANY, INC., a corporation of the State of Wisconsin, Grantee, for the sum of ONE AND NO/100 DOLLAR ($1.00), and other good and valuable consideration, all of its right, title and interest in and to the following described real property, in the City of Racine, County of Racine, State of Wisconsin, to-wit:

Parcel 1.

That part of Block Five (5), in the Harbor Addition, to the Village of Racine, now in the City of Racine, according to the recorded plat thereof, lying north of a line parallel to, and One Hundred Forty (140) feet north of, as measured perpendicularly from the north line of Water Street.

Together with all of Grantor's interest in land lying between the northeasterly line of said Block Five (5) and the southerly line of the Root River.

Parcel 2.

That part of Blocks Six (6), Nine (9) and Twenty-one (21), in said Harbor Addition, and of Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the point on the west line of Grand Avenue distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence north on the west line of said Grand Avenue One Hundred Seventy-eight and Ninety-two Hundredths (178.92) feet; thence north Sixty-four (64) degrees, Seven (7) minutes, Twenty (20) seconds west, One Hundred Twenty-five and Nine Hundredths (125.09) feet; thence south Seventy-seven (77) degrees, Nineteen (19) minutes, Fifty (50) seconds west, thirty-four and Sixty-nine Hundredths (34.69) feet; thence south Forty-six (46) degrees, Six (6) minutes, No (00) seconds west, Sixty-four and Sixty-nine Hundredths (64.69) feet; thence south Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds west, One Hundred and Twenty-six Hundredths (100.26) feet; thence south Forty-three (43) degrees, Twelve (12) minutes, Ten (10) seconds west, One Hundred Forty-nine and Seventy Hundredths (149.70) feet to a point distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence east parallel to said north line of Water Street Three Hundred Sixty-six and Twenty-two Hundredths (366.22) feet more or less to the point of beginning.

Together with all of Grantor's interest in land lying between the northeasterly line of said premises and the southerly line of the Root River.

Parcel 3.

That part of Blocks Nine (9), Ten (10), Eleven (11), Twelve (12), and Twenty-one (21),

in said Harbor Addition, and of Howe Street, Stannard Street, Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the intersection of the north line of said Water Street with the center line of said Howe Street as vacated; thence east on the north line of said Water Street Three Hundred Thirty-two and Twenty-seven Hundredths (332.27) feet; thence north Forty-six (46) degrees, Twenty-eight (28) minutes, Forty (40) seconds east, Ninety-five and Seventy-three Hundredths (95.73) feet; thence north Forty-five (45) degrees, Fifteen (15) minutes, Forty (40) seconds east, Seventy-nine and Sixty-six Hundredths (79.66) feet; thence north Forty-three (43) degrees, Twelve (12) minutes, Ten (10) seconds east, One Hundred Ninety-seven and Eighty-seven Hundredths (197.87) feet; thence north Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds east, One Hundred and Eighty-eight Hundredths (100.88) feet; thence north Forty-six (46) degrees, Six (6) minutes, No (00) seconds east, Eighty-three and Sixty-five Hundredths (83.65) feet; thence north Zero (00) degrees, Twenty-nine (29) minutes, No (00) Seconds east, Seventeen and Seventy-nine Hundredths (17.79) feet; thence north Three (3) degrees, Fourteen (14) minutes, Forty (40) seconds west, Forty and Ninety-eight Hundredths (40.98) feet; thence north Thirty-one (31) degrees, No (00) minutes, Ten (10) seconds west, One Hundred Fifty-five and Ninety-five Hundredths (155.95) feet; thence north Thirty-nine (39) degrees, Fifty (50) minutes, Twenty (20) seconds west, Sixty-four (64) feet; thence north Forty-one (41) degrees, Fifty-nine (59) minutes, Thirty (30) seconds west, Ninety-one and Forty-two Hundredths (91.42) feet; thence north Seventy-five (75) degrees, Seven (7) minutes, No (00) seconds west, Two Hundred Seventy-two and Forty-nine Hundredths (272.49) feet; thence south Eighty-four (84) degrees, Fifty-six (56) minutes, Fifty (50) seconds west, Two Hundred Eighty-one and Twenty-two Hundredths (281.22) feet more or less to the center line of said Howe Street as vacated; thence south along the center line of said Howe Street as vacated Seven Hundred Fifty-one and Thirty-two Hundredths (751.32) feet more or less to the point of beginning.

Together with all of Grantor's interest in land lying between the northerly line and the northeasterly line of said premises and the southerly line and the southwesterly line of the Root River.

Reserving unto the Grantor a right of way Twenty-five (25) feet wide, Twelve and Five tenths (12.5) feet of such width lying on either side of the center line of the Grantor's railroad track as now laid and established between Parcel 2 and Parcel 3 as hereinabove described.

Subject to the rights of the public in and to all platted streets and public ways extending upon or across said real estate, and subject to all existing easements, licenses and permits for pipe lines, telephone, telegraph and power lines, and to all other easements and grants whether of record or otherwise, as may be exercised or established upon said real estate at the date hereof.

IN WITNESS WHEREOF, said Chicago, Milwaukee, St. Paul and Pacific Railroad Company has caused these presents to be signed by its President and countersigned by its Secretary and its corporate seal to be hereunto affixed this 20th day of March, A.D. 1961.

SIGNED and SEALED
In Presence of:

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

/s/ K. W. Cunningham

By William J. Quinn, President

Countersigned
J. J. Roche, Secretary

/s/G. E. Pottinger

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this 20th day of March, A.D. 1961, WILLIAM J. QUINN, President and J. J. ROCHE, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Alice E. Nelson
Notary Public in and for the State of Illinois, County of Cook. My Commission expires February 3, 1964.

State of Wisconsin )
Dept. of State ) ss

Received this 21st day of June A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 65-66.

ROBERT C. ZIMMERMAN, Secretary of State



INDEXED

(Fee $3.25)

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF
FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, JUNE 8th, 1961

---

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages at page 15, et. seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage in and to that certain property situated at Racine, in the County of Racine, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 8th day of June, A.D. 1961.

CONTINENTAL ILLINOIS NATIONAL BANK

(Seal)

AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid

By Ray F. Myers, Vice President

ATTEST OR COUNTERSIGNED:

By E. J. FRIEDRICH, Assistant Secretary

WITNESSED BY:

E. F. HARTMAN

M. A. CLARK

APPENDIX 1

Parcel 1.

That part of Block Five (5), in the Harbor Addition, to the Village of Racine, now in the City of Racine, according to the recorded plat thereof, lying north of a line parallel to, and One Hundred Forty (140) feet north of, as measured perpendicularly from the north line of Water Street.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land

lying between the northeasterly line of said Block Five (5) and the southerly line of the Root River.

Parcel 2.

That part of Blocks Six (6), Nine (9) and Twenty-one (21), in said Harbor Addition, and of Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the point on the west line of Grand Avenue distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence north on the west line of said Grand Avenue One Hundred Seventy-eight and Ninety-two hundredths (178.92) feet; thence north Sixty-four (64) degrees, Seven (7) minutes, Twenty (20) seconds west, One Hundred Twenty-five and Nine hundredths (125.09) feet; thence south Seventy-seven (77) degrees, Nineteen (19) minutes, Fifty (50) seconds west, Thirty-four and Sixty-nine hundredths (34.69) feet; thence south Forty-six (46) degrees, Six (6) Minutes, No (00) seconds west, Sixty-four and Sixty-nine hundredths (64.69) feet; thence south Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds west, One Hundred and Twenty-six hundredths (100.26) feet; thence south Forty-three (43) degrees, Twelve (12) minutes, Ten (10) seconds west, One Hundred Forty-nine and Seventy hundredths (149.70) feet to a point distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence east parallel to said north line of Water Street Three Hundred Sixty-six and Twenty-two hundredths (366.22) feet more or less to the point of beginning.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northeasterly line of said premises and the southerly line of the Root River.

Parcel 3.

That part of Blocks Nine (9), Ten (10), Eleven (11), Twelve (12), and Twenty-one (21), in said Harbor Addition, and of Howe Street, Stannard Street, Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the intersection of the north line of said Water Street with the center line of said Howe Street as vacated; thence east on the north line of said Water Street Three Hundred Thirty-two and Twenty-seven hundredths (332.27) feet; thence north Forty-six (46) degrees, Twenty-eight (28) minutes, Forty (40) seconds east, Ninety-five and Seventy-three hundredths (95.73) feet; thence north Forty-five (45) degrees, Fifteen (15) minutes, Forty (40) seconds east, Seventy-nine and Sixty-six hundredths (79.66) feet; thence North Forty-three (43) degrees, Twelve (12) minutes, Ten (10) seconds east, One Hundred Ninety-seven and eighty-seven hundredths (197.97) feet; thence north Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds east, One Hundred and Eighty-eight hundredths (100.88) feet; thence north Forty-six (46) degrees, Six (6) Minutes, No (00) seconds east, Eighty-three and Sixty-five hundredths(83.65) feet; thence north Zero (00) degrees, Twenty-nine (29) minutes, No (00) Seconds east, Seventeen and Seventy-nine hundredths (17.79) feet; thence north Three (3) degrees, Fourteen (14) minutes, Forty (40) seconds west, Forty and Ninety-eight hundredths (40.98) feet; thence north Thirty-one (31) degrees, No (00) minutes, Ten (10) seconds west, One Hundred Fifty-five and Ninety-five hundredths (155.95) feet; thence North Thirty-nine (39) degrees, Fifty (50) minutes, Twenty (20) seconds west, Sixty-four (64) feet; thence north Forty-one (41) degrees, Fifty-nine (59) minutes, Thirty (30) seconds west, Ninety-one and Forty-two hundredths (91.42) feet; thence north Seventy-five (75) degrees, Seven (7) minutes, No (00) seconds west, Two Hundred Seventy-two and Forty-nine hundredths (272.49) feet; thence south Eighty-four (84) degrees, Fifty-six (56) minutes, Fifty (50) seconds west, Two Hundred Eighty-one and Twenty-two hundredths (281.22) feet more or less to the center line of said Howe Street as vacated; thence south along the center line of said Howe Street as vacated Seven Hundred Fifty-one and Thirty-two hundredths (751.32) feet more or less to the point of beginning.



Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northerly line and the northeasterly line of said premises and the southerly line and the southwesterly line of the Root River.

Reserving, however, unto the Trustee the lien of said First Mortgage upon a right of way Twenty-five (25) feet wide, Twelve and Five Tenths (12.5) feet of such width lying on either side of the centerline of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's railroad track as now laid and established between Parcel 2 and Parcel 3 as hereinabove described, being the same right of way reserved unto said Railroad Company in and by a certain conveyance of the aforesaid Parcel 1, Parcel 2 and Parcel 3, dated March 20, 1961, in which the Chicago, Milwaukee, St. Paul and Pacific Railroad Company is grantor and Western Publishing Company, Inc. is grantee.

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 8th day of June, A.D., 1961, Ray F. Myers, Vice President, and E. J. Friederich, Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

(Seal)

E. W. Fahrenbach
Notary Public in and for the
State of Illinois, County of Cook
My Commission Expires March 26, 1965

STATE OF WISCONSIN )
)
DEPARTMENT OF STATE )

Received this 21st day of June A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 67-69.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED



(Fee $2.75)

C E R T I F I C A T E
IN RE: RELEASE OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF FIRST MORTGAGE OF JANUARY 1, 1944
BY CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE
TO CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
DATED, JUNE 8th, 1941

BY

E. J. FRIEDERICH, ASSISTANT SECRETARY
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

TITLE GUARANTY COMPANY OF WISCONSIN AND WESTERN PUBLISHING COMPANY, INC.

DATED, JUNE 8th, 1961

- - - - - - - - - - -

C E R T I F I C A T E

To:
Title Guaranty Company of Wisconsin
and
Western Publishing Company, Inc.

State of Illinois)
) SS.
County of Cook )

E. J. FRIEDRICH, being first duly sworn, upon his oath deposes and says:

1. That he is an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, Trustee under the First Mortgage, dated as of January 1, 1944, executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

2. That he has knowledge of the facts herein set forth.

3. That said Trustee did execute and deliver to said Railroad Company its Deed of Partial Release (First Mortgage Release No. 214) dated June 8, 1961, releasing from the lien of said mortgage that certain property in Racine, Racine County, Wisconsin, which is more particularly described in Appendix 1 hereof.

4. That the release of said property from the lien of said mortgage is permitted by the provisions of Section 3 of Article XI of said mortgage upon the delivery to the Trustee thereof of certain documents specified in Part B of said Section 3.

5. That prior to the execution and delivery of said Deed of Partial Release by said Trustee, said Railroad Company did deliver to said Trustee all of the documents (insofar as applicable under the circumstances), and did pay to said Trustee all sums of money specified in said provisions of said mortgage as conditions for the issuance by said Trustee of said Deed of Partial Release.

/s/ E. J. Friedrich

SUBSCRIBED and SWORN
to before me this 8th
day of June, 1961.

E. Fahrenbach
Notary Public (Seal)
My Commission Expires:
March 26, 1965

APPENDIX 1

Parcel 1.

That part of Block Five (5), in the Harbor Addition, to the Village of Racine, now in the City of Racine, according to the recorded plat thereof, lying north of a line parallel to, and One Hundred Forty (140) feet north of, as measured perpendicularly from the north line of Water Street.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northeasterly line of said Block Five (5) and the southerly line of the Root River.



Parcel 2.

That part of Blocks Six (6), Nine (9) and Twenty-one (21), in said Harbor Addition, and of Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the point on the west line of Grand Avenue distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence north on the west line of said Grand Avenue One Hundred Seventy-eight and Ninety-two hundredths (178.92) feet; thence north Sixty-four (64) degrees, Seven (7) minutes, Twenty (20) seconds west, One Hundred Twenty-five and Nine hundredths (125.09) feet; thence south Seventy-seven (77) degrees, Nineteen (19) minutes, Fifty (50) seconds west, Thirty-four and Sixty-nine hundredths (34.69) feet; thence south Forty-six (46) degrees, Six (6) Minutes, No (00) seconds west, Sixty-four and Sixty-nine hundredths (64.69) feet; thence south Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds west, One Hundred and Twenty-six hundredths (100.26) feet; thence south Forty-three (43) degrees, Twelve (12) minutes, Ten (10) seconds west, One Hundred Forty-nine and Seventy hundredths (149.70) feet to a point distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence east parallel to said north line of Water Street Three Hundred Sixty-six and Twenty-two hundredths (366.22) feet more or less to the point of beginning.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northeasterly line of said premises and the southerly line of the Root River.

Parcel 3.

That part of Blocks Nine (9), Ten (10), Eleven (11), Twelve (12), and Twenty-one (21), in said Harbor Addition, and of Howe Street, Stannard Street, Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the intersection of the north line of said Water Street with the center line of said Howe Street as vacated; thence east on the north line of said Water Street Three Hundred Thirty-two and Twenty-seven hundredths (332.27) feet; thence north Forty-six (46) degrees, Twenty-eight (28) minutes, Forty (40) seconds east, Ninety-five and Seventy-three hundredths (95.73) feet; thence north Forty-five (45) degrees, Fifteen (15) minutes, Forty (40) seconds east, Seventy-nine and Sixty-six hundredths (79.66) feet; thence north Forty-three (43) degrees, Twelve (12) minutes, Ten (10) seconds east, One Hundred Ninety-seven and eighty-seven hundredths (197.87) feet; thence north Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds east, One Hundred and Eighty-eight hundredths (100.88) feet; thence north Forty-six (46) degrees, Six (6) Minutes, No (00) seconds east, Eighty-three and Sixty-five hundredths (83.65) feet; thence north Zero (00) degrees, Twenty-nine (29) minutes, No (00) Seconds east, Seventeen and Seventy-nine hundredths (17.79) feet; thence north Three (3) degrees, Fourteen (14) minutes, Forty (40) seconds west, Forty and Ninety-eight hundredths (40.98) feet; thence north Thirty-one (31) degrees, No (00) minutes, Ten (10) seconds west, One Hundred Fifty-five and Ninety-five hundredths thence North Thirty-nine (39) degrees, Fifty (50) minutes, Twenty (20) seconds west, Sixty-four (64) feet; thence north Forty-one (41) degrees, Fifty-nine (59) minutes, Thirty (30) seconds west, Ninety-one and Forty-two hundredths (91.42) feet; thence north Seventy-five (75) degrees, Seven (7) minutes, No (00) seconds west, Two Hundred Seventy-two and Forty-nine hundredths (272.49) feet; thence south Eighty-four (84) degrees, Fifty-six (56) minutes, Fifty (50) seconds west, Two Hundred Eighty-one and Twenty-two hundredths (281.22) feet more or less to the center line of said Howe Street as vacated; thence south along the center line of said Howe Street as vacated Seven Hundred Fifty-one and Thirty-two hundredths (751.32) feet more or less to the point of beginning.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northerly line and the northeasterly line of said premises and the southerly line and the southwesterly line of the Root River.

Reserving unto the Chicago, Milwaukee, St. Paul and Pacific Railroad Company a right of way Twenty-five (25) feet wide, Twelve and Five Tenths (12.5) feet of such width lying on either side of the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's railroad track as now laid and established between Parcel 2 and Parcel 3 as hereinabove described.

STATE OF WISCONSIN )
) ss.
Department of State)

Received this 21st day of June A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 70-72.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Fee $3.25)

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST.PAUL AND PACIFIC RAILROAD COMPANY

DATED, JUNE 9th, 1961

- - - - - - - - - - -

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the Office of The Secretary of State of the State of Wisconsin in Book 39 of Railroad Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to that certain property situated at Racine, County of Racine, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 9th day of June, A.D. 1961.

HARRIS TRUST AND SAVINGS BANK
as Trustee as aforesaid

(Seal)

By F. O. Mann
Vice President

ATTEST OR COUNTERSIGNED:

By R. H. Long
Assistant Secretary

Witnessed by:

R. S. Stam

J. C. Spreng

APPENDIX 1

Parcel 1.

That part of Block Five (5), in the Harbor Addition, to the Village of Racine, now in the City of Racine, according to the recorded plat thereof, lying north of a line parallel to, and One Hundred Forty (140) feet north of, as measured perpendicularly from the north line of Water Street.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northeasterly line of said Block Five (5) and the southerly line of the Root River.

Parcel 2.

That part of Blocks Six (6), Nine (9) and Twenty-one (21), in said Harbor Addition, and of Center

Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the point on the west line of Grand Avenue distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence north on the west line of said Grand Avenue One Hundred Seventy-eight and Ninety-two hundredths (178.92) feet; thence north Sixty-four (64) degrees, Seven (7) minutes, Twenty (20) seconds west, One Hundred Twenty-five and Nine hundredths (125.09) feet; thence south Seventy-seven (77) degrees, Nineteen (19) minutes, Fifty (50) seconds west, Thirty-four and Sixty-nine hundredths (34.69) feet; thence south Forty-six (46) degrees, Six (6) Minutes, No (00) seconds west, Sixty-four and Sixty-nine hundredths (64.69) feet; thence south Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds west, One Hundred and Twenty-six hundredths (100.26) feet; thence south Forty-three (43) degrees, Twelve (12) minutes, Ten (10) seconds west, One Hundred Forty-nine and Seventy hundredths (149.70) feet to a point distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence east parallel to said north line of Water Street Three Hundred Sixty-six and Twenty-two hundredths (366.22) feet more or less to the point of beginning.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northeasterly line of said premises and the southerly line of the Root River.

Parcel 3.

That part of Blocks Nine (9), Ten (10), Eleven (11), Twelve (12), and Twenty-one (21), in said Harbor Addition, and of Howe Street, Stannard Street, Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the intersection of the north line of said Water Street with the center line of said Howe Street as vacated; thence east on the north line of said Water Street Three Hundred Thirty-two and Twenty-seven hundredths (332.27) feet; thence north Forty-six (46) degrees, Twenty-eight (28) minutes, Forty (40) seconds east, Ninety-five and Seventy-three hundredths (95.73) feet; thence north Forty-five (45) degrees, Fifteen (15) minutes, Forty (40) seconds east, Seventy-nine and Sixty-six hundredths (79.66) feet; thence north Forty-three (43) degrees, Twelve (12) minutes, Ten (10)seconds east, One Hundred Ninety-seven and eighty-seven hundredths (197.87) feet; thence north Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds east, One Hundred and Eighty-eight hundredths (100.88) feet; thence north Forty-six (46) degrees, Six (6) Minutes, No (00) seconds east, Eighty-three and Sixty-five hundredths (83.65) feet; thence north Zero (00) degrees, Twenty-nine (29) minutes, No (00) Seconds east, Seventeen and Seventy-nine hundredths (17.79) feet; thence north Three (3) degrees, Fourteen (14) minutes, Forty (40) seconds west, Forty and Ninety-eight hundredths (40.98) feet; thence north Thirty-one (31) degrees, No (00) minutes, Ten (10) seconds west, One Hundred Fifty-five and Ninety-five hundredths (155.95) feet; thence North Thirty-nine (39) degrees, Fifty (50) minutes, Twenty (20) seconds west, Sixty-four (64) feet; thence north Forty-one (41) degrees, Fifty-nine (59) minutes, Thirty (30) seconds west, Ninety-one and Forty-two hundredths (91.42) feet; thence north Seventy-five (75) degrees, Seven (7) minutes, No (00) seconds west, Two Hundred Seventy-two and Forty-nine hundredths (272.49) feet; thence south Eighty-four (84) degrees, Fifty-six (56) minutes, Fifty (50) seconds west, Two Hundred Eighty-one and Twenty-two hundredths (281.22) feet more or less to the center line of said Howe Street as vacated; thence south along the center line of said Howe Street as vacated Seven Hundred Fifty-one and Thirty-two hundredths (751.32) feet more or less to the point of beginning.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northerly line and the northeasterly line of said premises and the southerly line and and the southwesterly line of the Root River.

Reserving, however, unto the Trustee the lien of said General Mortgage upon a right of way Twenty-five (25) feet wide, Twelve and Five Tenths (12.5) feet of such width lying on either side of the center-line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's railroad track as now laid and



established between Parcel 2 and Parcel 3 as hereinabove described, being the same right of way reserved unto said Railroad Company in and by a certain conveyance of the aforesaid Parcel 1, Parcel 2 and Parcel 3, dated March 20, 1961, in which the Chicago, Milwaukee, St. Paul and Pacific Railroad Company is grantor and Western Publishing Co., Inc. is grantee.

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 9th day of June, A.D. 1961, F. O. Mann a Vice President, and R. H. Long, an Assistant Secretary, of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Mary E. Dearolph
Notary Public in and for the
State of Illinois, County of
Cook. My Commission
Expires February 2, 1963.

State of Wisconsin )
) ss.
Department of State )

Received this 21st day of June A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 73-75.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (60)
(Feb 62 75)

C E R T I F I C A T E
IN RE: RELEASE OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF GENERAL MORTGAGE OF JANUARY 1, 1944
BY HARRIS TRUST AND SAVINGS BANK, TRUSTEE
TO CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
DATED, JUNE 9th, 1941

BY

R. H. LONG, ASSISTANT VICE PRESIDENT
HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

TITLE GUARANTY COMPANY OF WISCONSIN AND WESTERN PUBLISHING COMPANY, INC.

DATED, JUNE 9th, 1961

- - - - - - - - - - -

C E R T I F I C A T E

To:
Title Guaranty Company of Wisconsin
and
Western Publishing Company, Inc.

State of Illinois )
) SS.
County of Cook )

R. H. LONG, being first duly sworn, upon his oath deposes and says:

1. That he is an Assistant Vice President of Harris Trust and Savings Bank, Trustee under the General Mortgage, dated as of January 1, 1944, executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

2. That he has knowledge of the facts herein set forth.

3. That said Trustee did execute and deliver to said Railroad Company its Deed of Partial Release (General Mortgage Release No. 214), dated June 9, 1961, releasing from the lien of said mortgage that certain property in Racine, Racine County, Wisconsin, which is more particularly described in Appendix 1 hereof.

4. That the release of said property from the lien of said mortgage is permitted by the provisions of Section 3 of Article XI of said mortgage upon the delivery to the Trustee thereof of certain documents specified in Part B of said Section 3.

5. That prior to the execution and delivery of said Deed of Partial Release by said Trustee, said Railroad Company did deliver to said Trustee all of the documents (in so far as applicable under the circumstances) specified in said provisions of said mortgage.

R. H. LONG

SUBSCRIBED and SWORN
to before me this 9th
day of June, 1961.

Mary E. Dearolph (Seal)
Notary Public
My Commission Expires
February 2, 1963

APPENDIX 1

Parcel 1.

That part of Block Five (5), in the Harbor Addition, to the Village of Racine, now in the City of Racine, according to the recorded plat thereof, lying north of a line parallel to, and One Hundred Forty (140) feet north of, as measured perpendicularly from the north line of Water Street.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northeasterly line of said Block Five (5) and the southerly line of the Root River.

Parcel 2.

That part of Blocks Six (6), Nine (9) and Twenty-one (21), in said Harbor Addition, and of Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the point on the west line of Grand Avenue distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence north on the west line of said Grand Avenue One Hundred Seventy-eight and Ninety-two hundredths (178.92) feet; thence north Sixty-four (64) degrees, Seven (7) minutes, Twenty (20) seconds west, One Hundred Twenty-five and Nine hundredths (125.09) feet; thence south Seventy-seven (77) degrees, Nineteen (19) minutes, Fifty (50) seconds west, Thirty-four and Sixty-nine hundredths (34.69) feet; thence south Forty-six (46) degrees, Six (6) Minutes, No (00) seconds west, Sixty-four and Sixty-nine hundredths (64.69) feet; thence south Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds west, One Hundred and Twenty-six hundredths (100.26) feet; thence south Forty-three (43) degrees, Twelve (12) minutes, Ten (10) seconds west, One Hundred Forty-nine and Seventy hundredths (149.70) feet to a point distant One Hundred Forty (140) feet north of, as measured perpendicularly from, the north line of said Water Street; thence east parallel to said north line of Water Street Three Hundred Sixty-six and Twenty-two hundredths (366.22) feet more or less to the point of beginning.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northeasterly line of said premises and the southerly line of the Root River.

Parcel 3.

That part of Blocks Nine (9), Ten (10), Eleven (11), Twelve (12), and Twenty-one (21), in said Harbor Addition, and of Howe Street, Stannard Street, Center Street and Harbor Street as vacated by the Common Council of the City of Racine, bounded as follows:

Begin at the intersection of the north line of said Water Street with the centerline of said Howe Street as vacated; thence east on the north line of said Water Street Three Hundred Thrity-two and Twenty-seven hundredths (332.27) feet; thence north Forty-six (46) degrees, Twenty-eight (28) minutes, Forty (40) seconds east, Ninety-five and Seventy-three hundredths (95.73) feet; thence north Forty-five (45) degrees, Fifteen (15) minutes, Forty (40) seconds east, Seventy-nine and Sixty-six hundredths (79.66) feet; thence north Forty-three (43) degrees, Twelve (12) minutes, Ten (10)seconds east, One Hundred Ninety-seven and eighty-seven hundredths (197.87) feet; thence north Forty-four (44) degrees, Nine (9) minutes, Fifty (50) seconds east, One Hundred and Eighty-eight hundredths (100.88) feet; thence north Forty-six (46) degrees, Six (6) Minutes, No (00) seconds east, Eighty-three and Sixty-five hundredths (83.65) feet; thence north Zero (00) degrees, Twenty-nine (29) minutes, No (00) Seconds east, Seventeen and Seventy-nine hundredths (17.79) feet; thence north Three (3) degrees, Fourteen (14) minutes, Forty (40) seconds west, Forty and Ninety-eight hundredths (40.98) feet; thence north Thirty-one (31) degrees, No (00) minutes, Ten (10) seconds west, One Hundred Fifty-five and Ninety-five hundredths (155.95) feet; thence North Thirty-nine (39) degrees, Fifty (50) minutes, Twenty (20) seconds west, Sixty-four (64) feet; thence north Forty-one (41) degrees, Fifty-nine (59) minutes, Thirty (30) seconds west, Ninety-one and Forty-two hundredths (91.42) feet; thence north Seventy-five (75) degrees, Seven (7) minutes, No (00) seconds west, Two Hundred Seventy-two and Forty-nine hundredths (272.49) feet; thence south Eighty-four (84) degrees, Fifty-six (56) minutes, Fifty (50) seconds west, Two Hundred Eighty-one and Twenty-two hundredths (281.22) feet more or less to the center line of said Howe Street as vacated; thence south along the center line of said Howe Street as vacated Seven Hundred Fifty-one and Thirty-two hundredths (751.32) feet more or less to the point of beginning.

Together with all of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's interest in land lying between the northerly line and the northeasterly line of said premises and the southerly line and the southwesterly line of the Root River.

Reserving, however, unto the Trustee the lien of said General Mortgage upon a right of way Twenty-five (25) feet wide, Twelve and Five Tenths (12.5) feet of such width lying on either side of the centerline of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's railroad track as now laid and

established between Parcel 2 and Parcel 3 as hereinabove described, being the same right of way reserved unto said Railroad Company in and by a certain conveyance of the aforesaid Parcel 1, Parcel 2 and Parcel 3, dated March 20, 1961, in which the Chicago, Milwaukee, St. Paul and Pacific Railroad Company is grantor and Western Publishing Co., Inc., is grantee.

State of Wisconsin )
) ss.
Department of State )

Received this 21st day of June A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 76-78.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Fee #32)

INSTRUMENT SUBORDINATING THE LIEN OF THE CONSOLIDATED MORTGAGE DATED NOVEMBER 1, 1949, AS AMENDED AND SUPPLEMENTED, FROM ILLINOIS CENTRAL RAILROAD COMPANY TO MORGAN GUARANTY TRUST COMPANY OF NEW YORK (FORMERLY GUARANTY TRUST COMPANY OF NEW YORK), TO THE RIGHTS OF MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER ILLINOIS CENTRAL EQUIPMENT TRUST, SERIES 52.

DATED, FEBRUARY 24, 1961

---

Morgan Guaranty Trust Company of New York, a corporation of the State of New York, as Trustee under the Consolidated Mortgage dated November 1, 1949, as amended and supplemented (said Consolidated Mortgage as amended and supplemented being hereinafter called the Consolidated Mortgage), from Illinois Central Railroad Company (hereinafter called the Company) to Morgan Guaranty Trust Company of New York, under its then name, guaranty Trust Company of New York, as Trustee, does hereby subordinate to the rights of Morgan Guaranty Trust Company of New York, as Trustee (hereinafter called the Equipment Trust Trustee), under the Agreement (hereinafter called the Equipment Trust Agreement), dated March 1, 1961, by and among H. H. Gould and P. G. Norris, as Vendors, the Equipment Trust Trustee, and the Company and under the Lease of Railroad Equipment (hereinafter called the Lease), dated March 1, 1961, between the Equipment Trust Trustee and the Company, together constituting Illinois Central Equipment Trust, Series 52, the lien of the Consolidated Mortgage on the railroad equipment specifically described in the Lease, being the following:

| Number of Units | Description | Serial Numbers |
|---|---|---|
| 750 | Double door 50-ton box cars | 41800 to 42549, both inclusive. |

provided, however, that the lien of the Consolidated Mortgage shall, to the extent therein provided, attach and extend to any interest or equity of the Company now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which may be worn out, lost, or destroyed, or with respect to any sums of money held by the Equipment Trust Trustee, subject only to the rights of the Equipment Trust Trustee under the Equipment Trust Agreement and the Lease.

IN WITNESS WHEREOF, Morgan Guaranty Trust Company of New York, as Trustee under the Consolidated Mortgage, has caused this instrument to be signed by one of its Trust Officers and its corporate seal to be hereto affixed and attested by one of its Assistant Secretaries this 24th day of February, 1961.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
as Trustee under the Consolidated Mortgage,

By

(SEAL) W. L. Baker
Trust Officer

Attest:

F. B. Kingsley
Assistant Secretary

In the presence of:

J. N. Crean

J. T. Clark

STATE OF NEW YORK, )
) ss.:
COUNTY OF NEW YORK, )

BE IT REMEMBERED, That on this 24th day of February, 1961, before me David W. Cree, a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, personally appeared W. L. Baker, a Trust Officer of Morgan Guaranty Trust Company of New York, a corporation of the State of New York, party to the foregoing instrument, who is to me personally known,

and personally well known to me to be a Trust Officer of said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as a Trust Officer of said corporation, and, being informed of the contents thereof, he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Trust Officer he executed said instrument and affixed said corporation's corporate seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by order of the Board of Directors of said corporation, and said W. L. Baker, being by me duly sworn, did depose and say that he resides at 212 Park Lane, Douglaston 63, New York, that he is a Trust Officer of said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said W. L. Baker acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said W. L. Baker on oath acknowledged himself to be a Trust Officer of said corporation, and that he, as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as a Trust Officer of said corporation; and said W. L. Baker is to me known to be the identical person who subscribed the name of said corporation, maker thereof, to the foregoing instrument, as one of its Trust Officers, and stated and acknowledged to me that he signed, executed, and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the consideration, uses, and purposes therein mentioned and set forth; and said W. L. Baker acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of said corporation.

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

My commission expires March 30, 1962.

David W. Cree
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County

(SEAL)

State of New York, )
) ss.: No. 16279
County of New York, )

I, JAMES McGURRIN, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that David W. Cree, whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgement or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgement or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this February 24th, 1961.

James McGurrin
County Clerk and Clerk of the Supreme Court
New York County

(SEAL)

State of Wisconsin )
) ss.
Department of State )

Received this 3rd day of August A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 79-80.

ROBERT C. ZIMMERMAN

Secretary of State

65 INDEXED
(No fee)

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE COUNTY OF ROCK
BY
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
TO
STATE OF WISCONSIN
DATED, JUNE 13TH, 1961

- - - - - - - - - - - - -

DEED NO. 69257 AUTHORIZATION NO. P-442

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, party of the first part, in consideration of the sum of TWO HUNDRED and no/100 (200.00) DOLLARS, to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the County of Rock, and State of Wisconsin, to-wit:

That part of the Chicago and North Western Railway Company's One Hundred Thirty (130) foot right of way situated in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) all in Section Seven (7), Township Three (3) North, Range Thirteen (13) East, bounded and described as follows, to wit:

Commencing at a point on the South line of said Section 7, One Thousand One Hundred Seventy-Three (1173) feet West of the Southeast corner thereof; thence North Forty-Six Degrees Twenty-Seven Minutes (46° 27') West, Two Hundred Thirty-Six and Eighteen One-Hundredths (236.18) feet, to a point of curve; thence Northwesterly on a curve to the right and having a radius of Five Thousand Seven Hundred Twenty-Nine and Sixty-Five One Hundredths (5729.65) feet, a distance of Two Thousand Nine Hundred Eighty-Two and Seventy-Nine One-Hundredths (2982.79) feet, to the centerline of the main track of said Railway Company as said centerline is now located and established; thence Northwesterly at right angles to said centerline of the main track Twenty-five (25) feet for the point of beginning of the land herein described; thence Northeasterly parallel with said centerline of the main track Four Hundred Seventy-Five (475) feet; thence Northwesterly at right angles Forty (40) feet to the northwesterly property line of the party of the first part; thence Southwesterly along said property line parallel with said centerline of the main track Eight Hundred (800) feet; thence Southeasterly at right angles Forty (40) feet; thence Northeasterly parallel with said centerline of the main track Three Hundred Twenty-Five (325) feet, more or less, to the point of beginning.

It is hereby expressly provided that the party of the first part shall not be put to any expense in the first instance in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement or use of said described land, or any part thereof, as a street or highway, as a part of the improvement known as Project I-IG-90-3 (49)169, and if any special tax or assessment shall be levied or assessed against the property of the party of the first part for all or any of the purposes aforesaid, the party of the second part by its acceptance hereof hereby assumes and agrees to pay the same.

Reserving, however, unto said party of the first part the right to use said land for any and all purposes and inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors, lessees, licensees and assignees.

This grant shall be binding upon and/or inure to the benefit of the successors or assigns of all parties hereto.

IN WITNESS WHEREOF the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this 13th day of June A.D. 1961.

Signed, Sealed and Delivered in Presence of:

Opal T. Morgan

Vincent J. Luisi

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By C. J. FITZPATRICK
President

Attest E. A. VIK
Secretary

Approved: C. S. ANDERSON
Chief Title Officer

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS.
COOK COUNTY )

Personally came before me this 13th day of June A.D. 1961, the above named C. J. FITZPATRICK, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and E. A. VIK, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

EDWARD C. BLAHA
NOTARY PUBLIC IN AND FOR COOK COUNTY, ILLINOIS

My Commission Expires: November 6, 1964.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 17th day of August A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 81 and 82.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED

(No fee)

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE COUNTY OF RACINE

BY

THE CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY

TO

STATE OF WISCONSIN

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One and No/100 Dollars ($1.00), and other good and valuable considerations, The Chicago North Shore and Milwaukee Railway, a corporation, grantor, does hereby grant to the State of Wisconsin, grantee, a perpetual easement for highway purposes, including the right and privilege to enter upon said lands owned or controlled by it to construct, reconstruct, repair and maintain a public highway across said lands situate in Racine County, Wisconsin.

The extent of such grant shall be limited to a strip or parcel of land within the property owned or controlled by the grantor and described as follows:

All that land of the owner in the East 1/2 of Section 36, T 4 N, R 22 E, and in the West 1/2 of Section 31, T 4 N, R 23 E, Racine County, lying between two lines located 60 feet easterly and 60 feet westerly of and parallel to the following described reference line:

Commencing at a point on the west line of Section 31, T 4 N, R 23 E, 292 feet south of the west quarter corner which is a south property line of the owner and the point of beginning;

Thence N 0°-05'-30" E, 292 feet;

Thence N 0°-10'-00" E, approximately 398.85 feet to an easterly property line of the owner which is also the southwesterly line of Mona Park Road extended.

Said parcel exclusive of lands already in use for highway purposes, contains 0.62 of an acre, more or less.

The grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the grantor's property at the above-described location, however long continued, shall not vest in the grantee any rights adverse to those of the grantor other than those granted by this agreement.

This grant shall be binding upon and/or inure to the benefit of the successors or assigns of all parties hereto.

WITNESS the hand and seal of the grantor, this 19th day of July, 1961.

In Presence of

Mary Jean Wagner

Robert H. Redman

CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY

By HAROLD G. MASON
President

By W. H. HOADLEY
Secretary

CORPORATE ACKNOWLEDGMENT

State of Illinois )
) SS.
Cook County )

On this 19th day of July, A.D. 1961, before me, the undersigned, personally appeared Harold G. Mason and W. H. Hoadley to me personally known, who being by me duly sworn, did say that they are respectively President and Secretary of Chicago North Shore and Milwaukee Ry. an Illinois Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said Harold G. Mason and W. H. Hoadley severally acknowledged said instrument to be the free act and deed of said Corporation.

My Commission Expires: 2/23/64.

(SEAL)

MARGARET M. BOWDEN
Notary Public

State of Wisconsin ) ss.
Department of State)
Received this 18th day of August A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 83.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (Notes)

65

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE TOWN OF DEXTER, COUNTY OF WOOD

BY

GREEN BAY AND WESTERN RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, AUGUST 11TH, 1961

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, Green Bay and Western Railroad Company, a corporation, grantor, does hereby grant to the State of Wisconsin, grantee, an easement for highway purposes, and the right to cross and occupy lands owned or controlled by it with a public highway at a location in Section 23, T 22 N, R 3 E, in the town of Dexter, Wood County, Wisconsin.

The extent of such grant is described as follows:

A parcel of land in the northwest quarter of said Section 23, located from the following described reference line:

Commencing at a point on the north line of said Section 23, 423.2 feet west of the north quarter corner thereof;

Thence S 3°-26' E, 1,098 feet to the north property line of the owner and the point of beginning;

Thence continuing S 3°-26' E, 105.03 feet;

Thence S 2°-21' E, 63.97 feet to the south property line of the owner.

Said parcel includes all land lying between the existing westerly right of way line of the highway as it existed January 1, 1960, and a new highway right of way line located parallel to the above described reference line and 50 feet easterly therefrom, from the point of beginning, southerly, 169 feet to the south property line of the owner, all as shown on the map filed with the County Highway Committee and the County Clerk of Wood County by the State Highway Commission of Wisconsin in accordance with Section 84.09 (1), Wisconsin Statutes.

This grant is made for the purposes of constructing, operating and maintaining a public highway, together with its appurtenant facilities, on and across these lands, and grants the right of ingress and egress to and from these lands to the grantee, its successors and assigns for the purposes named.

The grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the grantor's property at the above-described location, however long continued, shall not vest in the grantee any rights adverse to those of the grantor other than those granted by this agreement.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor, this 11th day of August, 1961.

GREEN BAY AND WESTERN RAILROAD COMPANY

In Presence of

D. I. Schroeder
Witness

By H. E. McGEE
President

Dwight W. Holubar
Witness

By A. H. SCHAEFFER
Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of Wisconsin )
Brown County ) ss.

On this 11th day of August, A.D. 1961, before me, the undersigned, personally appeared H. E. McGee and A. H. Schaeffer to me personally known, who being by me duly sworn, did say that they are respectively President and Assistant Secretary of Green Bay & Western RR Co. a Wisconsin Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said H. E. McGee and A. H. Schaeffer severally acknowledged said instrument to be the free act and deed of said Corporation.

My Commission Expires Jan. 13, 1963
Notary Public, Brown County

R. P. KAMPO
Notary Public

(SEAL)

State of Wisconsin ) ss
Department of State)
Received this 25th day of August A.D., 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on Page 84.

Robert C. Zimmerman
Secretary of State

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INDEXED (Notes)

DEED

COVERING CERTAIN LAND IN DOUGLAS COUNTY, WISCONSIN

BY

GREAT NORTHERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, JULY 17, 1961

- - - - - - - - - - - -

GREAT NORTHERN RAILWAY COMPANY, a corporation of the State of Minnesota, grantor, hereby quitclaims to STATE OF WISCONSIN, grantee, for the sum of One Dollar ($1.00) and other valuable consideration, all interest in the following described tract of land in Douglas County, Wisconsin:

The southwesterly 15 feet of Lots 1, 2, 3, 4 and 5, in Block 7 and the southwesterly 15 feet of Lots 1, 2, 3, 4 and 5 in Block 8, Townsite of Superior City, together with all those portions of vacated 4th Avenue East ("J" Street) lying between the northeasterly line of East Second Street in the City of Superior and a line parallel with and distant 15 feet northeasterly, me asured at right angles, from said northeasterly line of East Second Street, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County, containing 9990 square feet, more or less.

There is also bargained, sold, conveyed and relinquished to the grantee the right of access, including all existing future or potential common law or statutory easements or rights of access between any traveled way of U.S. Highway No. 53 and the following described land of the grantor where it abuts upon said highway; also,

The easterly 30 feet of Lot 3 and Lots 4 and 5, Block 11, said Townsite of Superior City and portion of vacated "G" Street adjoining; also

Lots 1, 2, 3, 4 and 5, Block 10, said Townsite of Superior City and portions of vacated "G" and "H" Streets adjoining; also,

Lots 1, 2, 3, 4 and 5, Block 9, said Townsite of Superior City and portions of vacated "H" and "I" Streets adjoining; also,

The remainder of Lots 1, 2, 3 and 4, Block 8, said Townsite of Superior and portion of vacated "I" Street adjoining; also,

The northeasterly 110 feet of the southwesterly 125 feet of said Lot 5, Block 8 and the northeasterly 110 feet of the southwesterly 125 feet of said Lots 1, 2, 3, 4 and 5, inclusive of Block 7, said Townsite of Superior and of the remainder of said vacated 4th Avenue East lying southwesterly of a line parallel with and distant 125 feet northeasterly of the northeasterly right of way limits of said East Second Street.

Except there is reserved to the grantor, its successors and assigns, the right of access to said highway from said abutting lands on the northeasterly side of the highway by means of one 36 foot entrance at highway station 112 + 62.81, said station being directly opposite the center line of said vacated "H" Street, conforming to the regulations of the State of Wisconsin Highway Commission, to be used for railway, residential and park purposes only, such right to continue only so long as the entrance shall be used for the specified purposes. It is understood that the driveway will be used to provide access to maintain Railway facilities lying northeasterly of the highway. If such lands are sold or leased by the Railway Company for commercial or industrial purposes, it is agreed that the above driveway will not be used as access for such commercial or industrial purposes and that other access will be used.

EXCEPTING and RESERVING unto the grantor, its successors and assigns, forever, all iron, natural gas, oil and all minerals of any nature whatsoever, upon or in said land together with the sole, exclusive and perpetual right to explore for, remove and dispose of the same by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, its successors and assigns.

IN WITNESS WHEREOF the said Great Northern Railway Company has caused its corporate seal to be hereto affixed, duly attested by its secretary, and this instrument to be executed by its Vice President, this 17th day of July, 1961.

GREAT NORTHERN RAILWAY COMPANY

Louis Gerbich, Jr.

(SEAL)

By R. W. Downing
Vice President

Marguerite McMannon

Attest R. M. O'Kelly
Secretary

STATE OF MINNESOTA )
) ss:
County of Ramsey )

On this 17th day of July, 1961, before me personally came R. W. DOWNING, Vice President, and R. M. O'KELLY, Secretary of the above named corporation, Great Northern Railway Company, who are to me known to be such Vice President and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers and as the free act and deed of said corporation by its authority.

(SEAL)

De Lores V. Lindquist
Notary Public,
Ramsey Co., Minn.
My Commission Expires:
Feb. 12, 1966.

STATE OF WISCONSIN )
) ss.
DEPT. OF STATE )

Received this 5th day of September, 1961 at 2:00 o'clock P.M. and filed in Vol. 47 of Railroad Mortgages on pages 85-86.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED
(No Fee)

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN DOUGLAS COUNTY, WISCONSIN

BY

GREAT NORTHERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, JULY 17, 1961

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that GREAT NORTHERN RAILWAY COMPANY, a Minnesota corporation, grantor, for and in consideration of the sum of One Hundred Fifty Dollars ($150.00), to it paid by the STATE OF WISCONSIN, grantee, and the promises of the grantee hereinafter specified, does hereby REMISE, RELEASE and FOREVER QUITCLAIM unto the grantee, an easement for highway fill or cut slope purposes, over, upon and across the following described premises, situated in Douglas County, State of Wisconsin, to-wit:

> The southwesterly 5 feet of Lots 1, 2, 3, 4 and 5, Block 10, and the southwesterly 5 feet of Lots 1, 2, 3, 4 and 5, Block 9, all in the Townsite of Superior City according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county, together with all those portions of vacated "H" Street (Second Avenue East) and vacated "I" Street (Third Avenue East) lying between the northeasterly line of East Second Street, in the City of Superior, and a line parallel with and distant 5 feet northeasterly, measured at right angles, from said northeasterly line of East Second Street.

Reserving, however, unto the Railway Company the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described; and further, the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for highway fill or cut slope purposes, including but not limited to the right to flatten said slopes and construct improvements thereon.

The grantee agrees as follows:

1. That any and all cuts and fills, excavations, or embankments, necessary in the construction, maintenance, or future alteration of said highway fill or cut slopes shall be made and maintained in such manner, form and extent as will provede adequate drainage of and from the adjoining lands and premises of the grantor; and that wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the grantor, the grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also, wherever necessary, construct extensions of existing drains, culverts or ditches through or along the railway embankment of the grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as in those now existing;

2. That the said grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities of the grantor, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for highway fill and cut slope purposes.

3. The grantee shall, at its own cost and expense, provide reasonable access and construct a suitable approach over said lands to the remaining property of the grantor at a point directly opposite U.S. Highway No. 53, station 112 + 62.81, said station being directly opposite the center line of vacated "H" Street as provided for in quit claim deed of even date hereof from the grantor to the grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to said grantee, for public use and enjoyment as highway fill or cut slope purposes and for no other purpose whatsoever.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by its duly authorized officers on this 17th day of July, 1961.

GREAT NORTHERN RAILWAY COMPANY

Louis Gerbich, Jr.

By R. W. Downing
Vice President

(SEAL)

Marguerite McManmon

Attest: R. M. O'Kelly
Secretary

STATE OF MINNESOTA )
) ss:
County of Ramsey )

On this 17th day of July, 1961, before me personally came R. W. Downing, Vice President, and R. M. O'Kelley, Secretary of the above named corporation, Great Northern Railway Company, who are to me known to be such Vice President and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers and as the free act and deed of said corporation by its authority.

(SEAL)

De Lores V. Lindquist
Notary Public,
Ramsey Co., Minn.
My Commission Expires:
Feb. 12, 1966.

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 5th day of September, 1961, at 2;00 o'clock P.M. and filed in Vol. 47 of Railroad Mortgages on pages 87-88.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED

(Fee $2.25)

R E L E A S E
OF CERTAIN LAND IN THE COUNTY OF LA CROSSE
(sold to Kenneth G. Dosch, et ux)
FROM LIEN OF
FIRST AND REFUNDING MORTGAGE OF FEBRUARY 1, 1921
AND SUPPLEMENTS OF AUGUST 1, 1945, FEBRUARY 1, 1950 AND FEBRUARY 1, 1958

BY

THE FIRST NATIONAL CITY BANK OF NEW YORK AND JACOB M. FORD, II, TRUSTEES

TO

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DATED, AUGUST 16, 1961

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: That The First National City Bank of New York (formerly The First National Bank of the City of New York), a corporation created and existing under the laws of the United States of America, and Jacob M. Ford, II (by succession to Frazier L. Ford), Trustees, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby remise, release, and quitclaim unto the Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, all right, title, interest, claim or demand, whatsoever said The First National City Bank of New York and Jacob M. Ford, II, Trustees, may have acquired in, through, or by a certain Trust Mortgage bearing date of the first day of February, 1921, and recorded in the office of the Secretary of State in the State of Wisconsin in Volume 22 of Railroad Mortgages, Page 127 as supplemented by Supplemental Indenture, dated August 1, 1944, unrecorded, Supplemental Indenture and Second Supplemental Indenture, both dated August 1, 1945, Third Supplemental Indenture dated February 1, 1950, and a Supplemental Indenture dated February 1, 1958, all recorded in the office of the Secretary of State of the State of Wisconsin in Volume 39 of Railroad Mortgages, Pages 173 and 187, Volume 43 of Railroad Mortgages, Page 340, and Volume 46 of Railroad Mortgages, Page 423-429, respectively, to the following described property in La Crosse County, State of Wisconsin, to-wit:

All those parts of the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) of Section Fifteen (15), and the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of Section Fourteen (14), all in Township Seventeen (17) North, Range Eight (8) West of the Fourth Principal Meridian that lie North of the Public Highway running in a Northwesterly and Southeasterly direction across said land and south of a line drawn One Hundred Eighty (180) feet normally distant southwesterly of and parallel with the centerline of the Westward (most Northerly) main track of the Chicago, Burlington & Quincy Railroad Company, as the same is presently maintained and operated on, over and across said lands, containing an area of 32.57 acres, more or less, situated in La Crosse County, Wisconsin.

This release is made and accepted without covenants or warranties, expressed or implied, in law or in equity, and without recourse to the grantors in any event or in any contingency.

It is understood that the lien of said Trust Mortgage is not in any degree or to any extent impaired or affected hereby upon any property covered by said mortgage other than that specifically herein described.

IN WITNESS WHEREOF, The First National City Bank of New York has caused these presents to be signed with its corporate name by its Vice-President, and its corporate seal to be hereon impressed and attested by its Asst. Cashier and the said Jacob M. Ford, II, Trustee, has duly executed same, as of the 16th day of August, 1961.

(SEAL)

Attest:

JOHN J. LYNCH
Assistant Cashier

THE FIRST NATIONAL CITY BANK OF NEW YORK,
Corporate Trustee.

By S. L. SMITH
Vice President

Witnesses to Signatures:

R. E. Johnson

L. B. MILLER

JACOB M. FORD, II
Individual Trustee.

Witnesses to Signature:

R. E. Jones, Jr.

Walter Canter

STATE OF NEW YORK )
COUNTY OF NEW YORK ) ss.

Be it remembered, that on this 16th day of August A.D. 1961, before me, a Notary Public in and for said County and State, personally appeared S. L. Smith, Vice President of The First National City Bank of New York, a corporation created and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as Vice President, who, being by me duly sworn, says that he is Vice President of The First National City Bank of New York, Trustee, and that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that it was affixed by order of The First National City Bank of New York, Trustee; that said instrument was signed and sealed by him in behalf of said corporation as Vice President of said corporation; and the said S. L. Smith acknowledged said instrument, and that it was the voluntary act and deed of The First National City Bank of New York, Trustee, and that he, as Vice-President signed, sealed and delivered said instrument as the free and voluntary act and deed of The First National City Bank of New York, Trustee, and as his own free and voluntary act and deed as Vice-President, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of August A.D. 1961.

(NOTARIAL SEAL)

JOHN L. GRIMMELBEIN
Notary Public in and for said County and State. No. 30-6675350
Term Expires March 30, 1962.
Qualified in Nassau County
Cert. Filed in N.Y. County

STATE OF MISSOURI } SS.
COUNTY OF BUCHANAN }

I, Lois McKinley, Notary Public in and for the said County, in the State aforesaid, do hereby certify that Jacob M. Ford, II, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 21st day of August A.D. 1961.

(NOTARIAL SEAL)

LOIS McKINLEY
Notary Public

My Commission expires July 28, 1965.

STATE OF WISCONSIN }
DEPARTMENT OF STATE } ss.

Received this 7th day of September A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 89 - 90.

ROBERT C. ZIMMERMAN
Secretary of State



(No fee)

DEED

COVERING CERTAIN LAND IN KENOSHA COUNTY, WISCONSIN

BY

CHICAGO AND NORTHWESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, SEPTEMBER 20, 1961

- - - - - - -

This Indenture, made this Twentieth day of September A.D. 1961 between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, and the STATE OF WISCONSIN, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE THOUSAND FOUR HUNDRED and No/100 (($1,400.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its sucessors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the Bain County of Kenosha and State of Wisconsin and known and described as follows, to-wit:

That part of the Southeast Quarter (SE ¼) of Section Four (4), Township One (1), Range Twenty-two (22) East bounded and described as follows, to-wit:

Beginning at a point in the South line of said section which is Two Hundred Fifty and No One-hundredths (250.00) feet South, Eighty-nine degrees Fifty-two minutes, Thirty seconds (89°52'30") East of the South Quarter (S ¼) corner of said section and Two Thousand Three Hundred Ninety-five and Four-tenths (2395.4) feet North Eighty-nine degrees Fifty-two minutes Thirty seconds (89°52'30") West of the Southeast corner of said section; thence Northerly and parallel to the West line of said Southeast Quarter (SE ¼) to a point which is Sixty-five and No One-hundredths (65.00) feet Northerly of, as measured normal to the South line of said section; thence South Eighty-nine degrees Fifty-two minutes Thirty seconds (89°52'30") East parallel to the South line of said section Fifty-eight and No One-hundredths (58.00) feet to a point; thence Northerly along the owner's West property line and parallel to the West line of said Southeast Quarter (SE ¼) section to a point which is One Hundred Eighty and No One-hundredths (180.00) feet North Zero degrees Seven minutes Thirty seconds (0°07'30") East of the South line of said section; thence Northeasterly to a point which is Five Hundred Ninety-two and Seventy-two Hundredths (592.72) feet South Eighty-nine degrees Fifty-two minutes Thirty seconds (89°52'30") East and Three Hundred Nine and Ninety-nine One-hundredths (309.99) feet North Zero degrees Seven minutes Thirty seconds (0°07'30") East of the point of beginning of this description; thence South Zero degrees Twenty-eight minutes Forty-five seconds (0°28'45") West along the owner's East property line Three Hundred Ten and No One-hundredths (310.00) feet to a point on the South line of said section; thence North Eighty-nine degrees Fifty-two minutes Thirty seconds (89°52'30") West Five Hundred Ninety and Eight-tenths (590.8) feet to the point of beginning.

Exclusive of lands previously conveyed or dedicated for highway purposes.

Subject, however, to easement granted to Cashway Lumber Company by Deed dated the Thirty-first day of March, A.D. 1959.

This conveyance is made by said Chicago and North Western Railway Company, free from Mortgage Liens, in accordance with the provisions of Section 2, Article VIII of each of the following instruments, to-wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever.

IN TESTIMONY WHEREOF, the said CHICAGO and NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

C. H. Vail

(SEAL)

E. C. Marquardt

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By C. J. FITZPATRICK
President

Attest: E. A. VIK
Secretary

Approved HARRY BIERMA, JR.
Manager - Real Estate Department

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK )

I, Irene E. Paulson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, do hereby certify that C. J. FITZPATRICK and E. A. VIK to me personally known and known to me to be, respectively, President and Secretary of Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed saidinstrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 20th day of September, A.D. 1961.

My commission as such Notary Public expires October 5, 1963.

(SEAL)

Irene E. Paulson
Notary Public, in and for the County of Cook,
in the State of Illinois.

STATE OF WISCONSIN )
) ss.
Department of State )

Received this 17th day of October, A.D. 1961 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages, Pages 91 - 92.

ROBERT C. ZIMMERMAN
Secretary of State



DEED

COVERING CERTAIN LAND IN ONEIDA COUNTY, WISCONSIN

BY

CHICAGO AND NORTHWESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, SEPTEMBER 13, 1961

- - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, in consideration of the sum of TWO HUNDRED and No/100 (200.00) DOLLARS, to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the County of Oneida and State of Wisconsin, to wit:

All that part of the Chicago and North Western Railway Company's right of way lying Westerly of a line Twenty-five (25) feet Westerly of and parallel with the centerline of the main track as now located and established, within the following described lands:

The South One Thousand One Hundred Twenty-six (1,126) feet of Section Eighteen (18), Township Thirty-five (35) North, Range Eleven (11) East.

The North Two Hundred Sixty-one (261) feet of Government Lot One (1), Section Thirty (30), Township Thirty-five (35) North, Range Eleven (11) East.

Government Lots One (1), Two (2), Three (3) and Five (5), Section Nineteen (19), Township Thirty-five (35) North, Range Eleven (11) East, except that portion between the North line of Manitowoc Street and the South line of Milwaukee Street as shown on the recorded plat for the Village of Pelican, Oneida County.

ALSO: That portion of the right of way of the party of the first part in Government Lot Five (5), Section Nineteen (19), Township Thirty-five (35) North, Range Eleven (11) East, lying Northwesterly of a line Twenty-three (23) feet Southeasterly of and parallel with the following described reference line: Commencing at a point on the South line of said Section Nineteen (19), approximately One Thousand Seven Hundred Six and Nine-tenths (1,706.9) feet West of the South quarter corner thereof; thence North Sixteen degrees, Two minutes (16° 02') East (Magnetic) approximately Two Hundred Thirty-six (236) feet to the North line of said Manitowoc Street and the point of beginning; thence continuing North Sixteen degrees, Two minutes (16° 02') East (Magnetic) Sixty-one and Two-tenths (61.2) feet to a Nine Hundred Fifty-five and Four-tenths (955.4) foot radius curve, concave to the Southeast; thence Northeasterly along the arc of said curve approximately Three Hundred Ten and Eight-tenths (310.8) feet to the South line of said Milwaukee Street.

It is hereby expressly provided that the party of the first part shall not be put to any expense in the first instance in and about the cost of acquiring, constructing, grading, paving or other things necessary of expedient for the full improvement or use of said described land, or any part thereof, as a street or highway as part of the immediate improvement, and if any special tax or assessment shall be levied or assessed against the property of the party of the first part for all or any of the purposes aforesaid, the party of the second part by its acceptance hereof hereby assumes and agrees to pay the same.

Reserving, however, unto said party of the first part the right to use said land for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors, lessees, licensees and assignees.

IN WITNESS WHEREOF the Chicago and North Western Railway Companyhas caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary this Thirteenth day of September A.D. 1961.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered
in Presence of:

E. C. Marquardt (SEAL)

Vincent J. Luisi

By: C. J. FITZPATRICK
President

Attest: E. A. VIK
Secretary

Approved: HARRY BIERMA, JR.
Manager - Real Estate Department

STATE OF ILLINOIS )
) ss
COUNTY OF COOK )

Personally came before me this Thirteenth day of September A.D. 1961, the above named C. J. FITZPATRICK, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and E. A. VIK, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(SEAL)

Irene E. Paulson
Notary Public in and for
Cook County, Illinois

My Commission expires: October 5, 1963.

STATE OF WISCONSIN )
) ss.
Department of State )

Received this 19th day of October A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 93 - 94.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(No Fee)

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE VILLAGE OF GRATIOT, COUNTY OF LA FAYETTE

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE HIGHWAY COMMISSION OF WISCONSIN

DATED, OCTOBER 11th, 1961

- - - - - - - - - - - -

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, for and in consideration of the sum of $100.00, to it in hand paid, hereby GRANTS unto the STATE HIGHWAY COMMISSION OF WISCONSIN, Grantee, an easement for all the usual purposes for public highway upon the real estate in the County of LaFayette and State of Wisconsin, described as a parcel of land in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 9, Township 1 North, Range 4 East, in the Village of Gratiot located from highway reference lines hereinafter described as follows:

The Reference Line:

Commencing at a point on the west line of said Section 9, 145 feet south of the northwest corner; thence south 79 degrees 07 minutes east, 2211.03 feet to a point of curve; thence easterly on curve to the left, radius 11,459.16 feet, 321.97 feet to the point of beginning of the reference line and a northwesterly property line of the owner; thence continuing on said curve to the left, 194.70 feet to a point of tangency; thence south 81 degrees 42 minutes east, 398.30 feet to an east property line of the owner.

Reference Line "A":

Commencing at the point of beginning of the above-described reference line; thence easterly along said reference line 321 feet to the point of beginning of reference line "A"; thence north 5 degrees 15 minutes west, 114.60 feet to a point of curve; thence northerly on curve to the right, radius 572.96 feet, 179.56 feet to a point of tangency.

Said parcel includes all land of the owner lying between a south property line of the owner and a line described as follows: 60 feet northerly of and parallel to the above-described reference line, from its point of beginning, easterly, 321 feet measured along said reference line; 65 feet northerly of and parallel to said reference line for the next 59 feet along said reference line; 65 feet northerly of and parallel to said reference line, from a point 480 feet easterly of the point of beginning of the reference line, easterly, 113 feet along said reference line to an east property line of the owner.

Said parcel also includes all land, exclusive of land described above, lying between the existing westerly right of way limits of C.T.H. "K" and a line located 40 feet easterly of and parallel to the above-described reference line "A", from its point of beginning, northerly, 294.16 feet measured along said reference line "A".

Said parcel, exclusive of all land, already in use for highway purposes, contains 0.23 of an acre, more or less.

RESERVING, however, unto said Grantor the right not only to continue the use and operation of the existing railroad facilities, but the right for itself, its successors and assigns, to construct, maintain and operate such additional railroad facilities and improvements as it may desire, in addition to those now existing.

This grant is subject to the superior title of the Grantor to said property and to all other outstanding and superior rights, if any, and the Grantee shall not by reason of the easement hereby granted, acquire or assert title to said property adverse to the title of the Grantor, and upon the abandonment of the use of said property for the purpose herein authorized, the title thereto shall remain in the Grantor, its successors and assigns, free and clear of all rights or claims of the Grantee.

IN TESTIMONY WHEREOF, the said Grantor has caused these presents to be executed in its corporate name by its -- President and its -- Secretary and its corporate seal to be hereunto affixed this 11th day of October, 1961.

SIGNED, SEALED and DELIVERED
In Presence of:

K. W. Cunningham

A. E. Nelson

(SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By WILLIAM J. QUINN
President

ATTEST:

J. J. ROCHE
Secretary

STATE OF ILLINOIS)
COUNTY OF C O O K) SS

On this 11th day of October, 1961, before me, a Notary Public within and for said County, personally appeared WILLIAM J. QUINN and J. J. ROCHE, to me personally known, who, being each by me duly sworn did say that they are respectively the -- President and the -- Secretary of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said WILLIAM J. QUINN and J. J. ROCHE acknowledged said instrument to be the free act and deed of said corporation.

ALICE E. NELSON
Notary Public

My Commission expires Feb. 3, 1964.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 6th day of November A.D. 1961 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 95 - 96.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Fee $3.75)

# RELEASE
## OF CERTAIN LAND IN THE CITY OF SUPERIOR, COUNTY OF DOUGLAS, FROM LIEN OF PRIOR LIEN MORTGAGE OF NOVEMBER 10, 1896, GENERAL LIEN MORTGAGE OF NOVEMBER 10, 1896, AND REFUNDING AND IMPROVEMENT MORTGAGE OF JULY 1, 1914 BY BANKERS TRUST COMPANY, SUCCESSOR TRUSTEE, FIRST NATIONAL CITY TRUST COMPANY, SUCCESSOR TRUSTEE, AND MORGAN GUARANTY TRUST COMPANY OF NEW YORK, SUCCESSOR TRUSTEE, TO NORTHERN PACIFIC RAILWAY COMPANY

DATED, OCTOBER 11TH, 1961

THIS INDENTURE made this 11th day of October, 1961, by and between BANKERS TRUST COMPANY, a corporation organized under the laws of the State of New York, as trustee, party of the first part, FIRST NATIONAL CITY TRUST COMPANY (formerly The Farmers' Loan and Trust Company and thereafter City Bank Farmers Trust Company), a national banking association, as trustee, party of the second part, MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation organized under the laws of the State of New York, as trustee, party of the third part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized under the laws of the State of Wisconsin, party of the fourth part, WITNESSETH:

WHEREAS, the land hereinafter described is subject to the lien of those certain mortgages made by the Northern Pacific Railway Company, as follows:

1. To The Mercantile Trust Company, Trustee, dated November 10, 1896, of which mortgage Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.

2. To The Farmers' Loan and Trust Company, Trustee, dated November 10, 1896, of which mortgage First National City Trust Company, party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company. On June 29, 1929, The Farmers' Loan and Trust Company, a New York corporation, became known as City Bank Farmers Trust Company, and at the close of business on January 30, 1959, said corporation was converted into a national banking association under the title "First National City Trust Company".

3. To Guaranty Trust Company of New York and William S. Tod, Trustees, dated July 1, 1914, known as the Refunding and Improvement Mortgage of Northern Pacific Railway Company. William S. Tod, Trustee, died on the 23rd day of March, 1924, and by virtue of the terms of said mortgage, Guaranty Trust Company of New York became the sole trustee of said Refunding and Improvement Mortgage. On April 24, 1959, the corporate name of said Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York, party of the third part.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State of the State of Wisconsin, as a real estate mortgage, as follows:

| Mortgage | Book | Page |
|---|---|---|
| Prior Lien | 11 R.R. Mtgs. & Trust Deeds | 87-166, incl. |
| General Lien | 11 R.R. Mtgs. & Trust Deeds | 167-240, incl. |
| Refunding and Improvement | 17 R.R. Mtgs. & Trust Deeds | 392 |

WHEREAS, Northern Pacific Railway Company, duly and in accordance with the provisions of said three mortgages, has made application to the Trustees thereof for the release of said land from the lien thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part, First National City Trust Company, Trustee of said General Lien Mortgage, party of the second part, and Morgan Guaranty Trust Company of New York, Trustee of said Refunding and Improvement Mortgage, party of the third part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, do hereby forever release and discharge from the lien of said mortgages, respectively, all of their respective rights, title and interest, as such trustees, in and to the following described land

situate in the City of Superior, County of Douglas and State of Wisconsin, to-wit:

Lot Ten (10) on Ogdensburg Pier according to the recorded plat of the Townsite of Superior; reserving unto the Northern Pacific Railway Company, its successors and assigns, an easement across that portion of said Lot Ten (10) lying within ten (10) feet of the center line of that certain spur track of the Northern Pacific Railway Company as presently constructed and operated adjacent to said Lot Ten (10).

TO HAVE AND TO HOLD said land unto said party of the fourth part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by the Northern Pacific Railway Company and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in the foregoing description are intended to be for the benefit of the mortgage trustees as well as the Northern Pacific Railway Company and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter or diminish the liens or encumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released. This release is executed by said mortgage trustees without covenant of warranty, either express or implied, and shall be without recourse against such trustees, or any of them in any event whatsoever.

IN WITNESS WHEREOF, said Trust Companies, as said mortgage trustees, have caused this indenture to be signed and acknowledged or proved by their respective presidents, vice presidents, assistant vice presidents, or trust officers, and have caused their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective assistant vice presidents, secretaries or assistant secretaries, cashier or assistant cashier, all as of the day and year first above written.

Signed, sealed and delivered on behalf of Bankers Trust Company, as Trustee, in presence of:

L. Temple

A. H. Lowenstein

(SEAL)

BANKERS TRUST COMPANY, as Trustee

By WM. H. DEALE
Assistant Vice President

ATTEST:

C. D. BLAKELY
Assistant Secretary

Signed, sealed and delivered on behalf of First National City Trust Company, as Trustee, in presence of:

R. E. Johnson

D. N. Williams

(SEAL)

FIRST NATIONAL CITY TRUST COMPANY, as Trustee,

By S. L. SMITH
Vice President

ATTEST:

J. N. Kruse
Assistant Cashier.

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:

J. Thomas Clark

J. G. Egan

(SEAL)

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee,

By G. S. Greene
Trust Officer

ATTEST:

F. B. Kingsley
Assistant Secretary

STATE OF NEW YORK, )
COUNTY OF NEW YORK, ) SS
CITY OF NEW YORK. )

On this 11th day of October, in the year 1961, before me, William M. McLaughlin, a notary public, personally appeared Wm. H. Deale, to me known to be the Assistant Vice President of the Bankers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Wm. H. Deale acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 11th day of October, 1961.

(Notarial Seal)

WILLIAM M. McLAUGHLIN
Notary Public, City, County and State of New York. My commission expires Mar. 30, 1962
Notary Public, State of New York
No. 24-7858550
Qualified in Kings County
Certificate filed in New York County



STATE OF NEW YORK, )
COUNTY OF NEW YORK, ) ss.
CITY OF NEW YORK. )

On this 19th day of October, in the year 1961, before me, John L. Grimmelbein, a notary public, personally appeared S. L. Smith, to me known to be the Vice President of the First National City Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 19th day of October, 1961.

(Notarial Seal)

John L. Grimmelbein
Notary Public, City, County and State of New York.
My commission expires Mar. 30, 1962
No. 30-6675350
Qualified in Nassau County
Cert. Filed in N. Y. County

STATE OF NEW YORK, )
COUNTY OF NEW YORK, ) ss.
CITY OF NEW YORK. )

On this 31st day of October, in the year 1961, before me, DAVID W. CREE, a notary public, personally appeared G. S. Greene, to me known to be the Trust Officer of the Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said G. S. Greene acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 31st day of October, 1961.

(Notarial Seal)

David W. Cree
Notary Public, City, County and State of New York.
My commission expires Mar. 30, 1962.
No. 60-5854200
Qualified in West County
Certificate filed in New York County.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 20th day of November A.D. 1961 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 97-99.

ROBERT C. ZIMMERMAN
Secretary of State

(Note)

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN KENOSHA COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE HIGHWAY COMMISSION OF WISCONSIN

DATED, OCTOBER 31st, 1961

- - - - - - - - - - - - -

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, for and in consideration of the sum of $225.00 to it in hand paid, does hereby grant unto the STATE HIGHWAY COMMISSION OF WISCONSIN, Grantee, an easement for a public highway known as State Trunk Highway No. 50 upon and across the station ground property of the Grantor in the Southeast Quarter of the Southwest Quarter of Section 4, Township 1 North, Range 22 East in the County of Kenosha and State of Wisconsin, more particularly described as follows:

Begin at the south quarter corner of said sectipn; thence south 89 degrees 45 minutes 39 seconds west along the south line of said section 100.4 feet; thence north zero degrees zero minutes 20 seconds east to a point which is 110 feet north zerio degrees 14 minutes 21 seconds west of the south line of said section; thence north 89 degrees 45 minutes 39 seconds east to the east line of said Southeast Quarter of the Sourthwest Quarter; thence southerly to the point of beginning.

Also, a parcel of land beginning at a point 200.4 feet south 89 degrees 45 minutes 39 seconds west of the south quarter corner of said section; thence south 89 degrees 45 minutes 39 seconds west 100.00 feet; thence north zero degrees zero minutes 20 seconds east 117 feet; thence north 89 degrees 45 minutes 39 seconds east to a point which is north zero degrees zero minutes 20 seconds east of the point of beginning; thence south zero degrees zero minutes 20 seconds west to the point of beginning.

The parcels contain 0.36 acre, more or less, exclusive of lands previously acquired or dedicated for highway purposes.

RESERVING, however, unto said Grantor the right not only to continue the use and operation of the existing railroad facilities, but the right for itself, its successors and assigns, to construct, maintain and operate such additional railroad facilities and improvements as it may desire, in addition to those now existing; PROVIDED, however, that the same shall not interfere with the use and enjoyment of the easement hereby granted.

This grant is subject to the superior title of the Grantor to said property and to all other outstanding and superior rights, if any, and the Grantee shall not by reason of the easement hereby granted, acquire or assert title to said property adverse to the title of the Grantor, and upon the abandonment of the use of said property for the purpose herein authorized, the title thereto shall remain in the Grantor, it successors and assigns, free and clear of all rights or claims of the Grantee.

DATED at Chicago, Illinois, this 31st day of October, 1961.

In Presence of:

K. W. Cunningham

A. E. Nelson (SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By WILLIAM J. QUINN, President

ATTEST:

J. J. ROCHE
Secretary

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

On this 31st day of October, 1961 before me appeared WILLIAM J. QUINN, to me personally known, who, being by me duly sworn, did say that he is the President of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said WILLIAM J. QUINN acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

ALICE E. NELSON
Notary Public in and for the State of Illinois, County of Cook.
My Commission Expires February 3, 1964.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 1st day of December A.D. 1961 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 100.

ROBERT C. ZIMMERMAN
Secretary of State



(Fee $1.50)

R E L E A S E
OF CERTAIN LAND IN FOND DU LAC COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

20TH CENTURY INVESTMENT, INC.

DATED, NOVEMBER 22nd, 1961

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM unto 20TH CENTURY INVESTMENT, INC., of Fond du Lac, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Fond du Lac, and State of Wisconsin, and described as follows, to wit:

All of Lot Fourteen (14), and that part of Lot Thirteen (13), in Block One (1) of Darling, Moore & Drury's Addition to Fond du Lac, that lies Easterly of a line drawn parallel with and distant Twenty (20) feet Easterly, measured at right angles from the centerline of the most Easterly main track of the Chicago and North Western Railway Company.

ALSO: All of Lot Eleven (11), and that part of Lot Twelve (12) in Block Two (2) of Darling, Moore & Drury's Addition to Fond du Lac, (sometimes shown for record as Darling, Moore & Druries Addition) which lies Easterly of a line drawn parallel with and distant Twenty (20) feet Easterly, measured at right angles from the centerline of the most Easterly main track of the Chicago and North Western Railway Company.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 22nd day of November A.D., Nineteen Hundred and Sixty-one.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid

(SEAL)

By W. K. STEVENS
Vice President

ATTEST:

E. T. CASSIN
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

A. E. GRINTON

R. E. HLAVACEK

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, J. E. MATZKE, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and E. T. CASSIN to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides at Hinsdale, Illinois and that E. T. CASSIN resides at River Forest, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 22nd day of November A.D., Nineteen Hundred and Sixty-one.

J. E. MATZKE
Notary Public
In and for the County of Cook in the State of Illinois.
My Commission as such Notary Public Expires: May 31, 1965

(NOTARIAL SEAL)

STATE OF WISCONSIN )
)ss.
DEPARTMENT OF STATE )

Received this 14th day of December A.D. 1961 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 101-102.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN FOND DU LAC COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

20TH CENTURY INVESTMENT, INC.

DATED, DECEMBER 4th, 1961

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company ), recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM unto 20TH CENTURY INVESTMENT, INC., of Fond du Lac, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Fond du Lac, and State of Wisconsin, and described as follows, to wit:

"All of Lot Fourteen (14), and that part of Lot Thirteen (13), in Block One (1) of Darling, Moore & Drury's Addition to Fond du Lac, that lies Easterly of a line drawn parallel with and distant Twenty (20) feet Easterly, measured at right angles from the centerline of the most Easterly main track of the Chicago and North Western Railway Company.

ALSO: All of Lot Eleven (11), and that part of Lot Twelve (12) in Block Two (2) of Darling, Moore & Drury's Addition to Fond du Lac, (sometimes shown for record as Darling, Moore & Druries Addition) which lies Easterly of a line drawn parallel with and distant Twenty (20) feet Easterly, measured at right angles from the centerline of the most Easterly main track of the Chicago and North Western Railway Company.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 4th day of December A.D., Nineteen Hundred and Sixty-one.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF CHEMICAL BANK NEW YORK TRUST COMPANY

J. BERVAR

J. OWENS

This is Page 2 of a release dated December 4, 1961, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, certain property located in the County of Fond du Lac and State of Wisconsin.

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, GERALD R. PURDON a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, JR. resides 11th Street, New York, N. Y. and that J. M. DOYLE resides 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 4th day of December A.D., Nineteen Hundred and Sixty-one.

GERALD R. PURDON
Notary Public In and for the County of New York in the State of New York.
No. 52-3175200
Qualified in Suffolk County
Certified with New York County
Term expires March 30, 1963

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 14th day of December A.D. 1961 at 2:00 o'clock P.M. and recorded in Volume 47 of Railroad Mortgages on pages 103 - 104.

ROBERT C. ZIMMERMAN
Secretary of State



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(Fee $1.50)

QUIT CLAIM DEED
COVERING CERTAIN LAND IN THE CITY OF STOUGHTON, COUNTY OF DANE

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STOUGHTON LUMBER & FUEL CO.

DATED, DECEMBER 19TH, 1961

- - - - - - - - - - - - -

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, for and in consideration of $10.00 and other valuable consideration to it in hand paid, hereby CONVEYS and QUITCLAIMS to the STOUGHTON LUMBER & FUEL CO., a Wisconsin corporation, Grantee, the following described real estate situated in the City of Stoughton, in the County of Dane and the State of Wisconsin, to-wit:

A parcel of land in the Southeast Quarter of the Southeast Quarter of Section 5 and in the Northeast Quarter of the Northeast Quarter of Section 8, all in Township 5 North, Range 11 East, described as follows:

Begin at the point on the northwesterly line of East Main Street, distant 50 feet northeasterly of, as measured perpendicularly from, the center line of Grantor's main track as now there established; thence northwesterly parallel to and 50 feet northeasterly of the center line of said main track 648.04 feet; thence northeasterly at right angles 150 feet; thence southeasterly at right angles and parallel to said main track 586.67 feet to the northwesterly line of said East Main Street; thence southwesterly along said northwesterly street line 162.25 feet to the point of beginning, containing 92,503 square feet, more or less.

Excepting the railroad track extending across the northerly part of said real estate, and reserving a 17-foot wide easement for right of way for said railroad track, 8.5 feet of such width lying on either side of the center line of said railroad track.

SUBJECT to all existing easements, licenses and permits for roadways, pipelines, telephone, telegraph and power lines, and to all other easements whether of record or otherwise, as may be exercised or established upon said real estate at the date hereof.

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its - - President and countersigned by its - - - - Secretary and its corporate seal to be hereunto affixed this 19th day of December, 1961.

In Presence of:

K. W. Cunningham

G. E. Pottinger

(SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By WILLIAM J. QUINN
President

Countersigned:

By J. J. Roche
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Personally came before me this 19th day of December, 1961 WILLIAM J. QUINN, President, and J. J. ROCHE, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such - - President and - - Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

(SEAL)

ALICE E. NELSON
Notary Public in and for the State of Illinois, County of Cook.

My Commission expires Feb. 3, 1964.

STATE OF WISCONSIN ) ss.
DEPARTMENT OF STATE )

Received this 28th day of December A.D. 1961 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on page 105.

ROBERT C. ZIMMERMAN
Secretary of State

R E L E A S E
OF CERTAIN LAND IN THE CITY OF STOUGHTON, COUNTY OF DANE FROM LIEN OF
FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, DECEMBER 26TH, 1961

- - - - - - - - - - - - - -

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee") as Trustee under First Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of State of Wisconsin in Book 39 of R. R. Mortgages at page 15, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage in and to that certain property situated at Stoughton, in the County of Dane, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 26th day of December A.D. 1961.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY
OF CHICAGO,
as Trustee as aforesaid

(SEAL)

By RAY F. MYERS
Vice President

ATTEST OR COUNTERSIGNED:

By E. J. Friedrich
Assistant Secretary

WITNESSED BY:

R. Brown

E. F. Hartman

APPENDIX 1

In Stoughton, Dane County, Wisconsin:

A parcel of land in the Southeast Quarter of the Southeast Quarter of Section 5 and in the Northeast Quarter of the Northeast Quarter of Section 8, all in Township 5 North, Range 11 East, described as follows:

Begin at the point on the northwesterly line of East Main Street, distant 50 feet northeasterly of, as measured perpendicularly from, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track as now there established; thence northwesterly parallel to and 50 feet northeasterly of the center line of said main track 648.04 feet; thence northeasterly at right angles 150 feet; thence southeasterly at right angles and parallel to said main track 586.67 feet to the northwesterly line of said East Main Street; thence southwesterly along said northwesterly street line 162.25 feet to the point of beginning, containing 92,603 square feet, more or less.

Excepting the railroad track extending across the northerly part of said real estate, and reserving a 17-foot wide easement for right of way for said railroad track, 8.5 feet of such width lying on either side of the center line of said railroad track.

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 26th day of December, A. D. 1961, RAY F. MYERS, Vice President, and E. J. FRIEDRICH, Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

E. W. FAHRENBACH
Notary Public in and for the State of Illinois
County of Cook
My Commission Expires March 26, 1965.

(Notarial Seal)

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 28th day of December A.D. 1961 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 106-107.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee $1.50)

R E L E A S E
OF CERTAIN LAND IN THE CITY OF STOUGHTON, COUNTY OF DANE FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, DECEMBER 26TH, 1961

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the Office of the Secretary of State of Wisconsin in Book 39 of R. R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to that certain property situated at Stoughton, County of Dane, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not/hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 26th day of December, A.D. 1961.

(SEAL)

HARRIS TRUST AND SAVINGS BANK
as Trustee as aforesaid

By F. O. MANN
Vice President

ATTEST OR COUNTERSIGNED:

By J. L. SPRENG

WITNESSED BY:

H. S. STAM

JOAN V. VANIK

APPENDIX 1

In Stoughton, Dane County, Wisconsin:

A parcel of land in the Southeast Quarter of the Southeast Quarter of Section 5 and in the Northeast Quarter of the Northeast Quarter of Section 8, all in Township 5 North, Range 11 East, described as follows:

Begin at the point on the northwesterly line of East Main Street, distant 50 feet northeasterly of, as measured perpendicularly from, the center line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track as now there established; thence northwesterly parallel to and 50 feet northeasterly of the center line of said main track 648.04 feet; thence northeasterly at right angles 150 feet; thence southeasterly at right angles and parallel to said main track 586.67 feet to the northwesterly line of said East Main Street; thence southwesterly along said northwesterly street line 162.25 feet to the point of beginning, containing 92,603 square feet, more or less.



Excepting the railroad track extending across the northerly part of said real estate, and reserving a 17-foot wide easement for right of way for said railroad track, 8.5 feet of such width lying on either side of the center line of said railroad track.

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 26th day of December, A. D. 1961, F. O. MANN, a Vice President, and J. L. Spreng, an Assistant Secretary, of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

LEE BROCHMANN
Notary Public in and for the
State of Illinois, County of
Cook
My Commission Expires 8-16-65.

(Notarial Seal)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 28th day of December A.D. 1961 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 108-109.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee $1.50)

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# RELEASE
OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, DECEMBER 26th, 1961

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of Wisconsin in Book 39 of R. R. Mortgages at page 15, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage in and to that certain property situated at Racine, in the County of Racine, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 26th day of December, A.D. 1961.

(SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid

By Ray F. Myers
Vice President

ATTEST OR COUNTERSIGNED:

By E. J. Friedrich
Assistant Secretary

WITNESSED BY:

R. BROWN

E. F. HARTMAN

APPENDIX 1

That part of Lots 1, 2, 3, 4 and 5, in Block 5, according to the recorded Original Plat of the Village of Racine, now in the City of Racine, in the County of Racine and State of Wisconsin, described as follows, to-wit:

Begin at the Southeast corner of said Lot 1; thence West along the South line of said Lots 1 and 2, 80 feet to the point distant 20 feet Easterly of the West line of said Lot 2; thence northerly on a line parallel to said West line of said Lot 2 to a point distant 10 feet Northerly of, as measured at right angles from, the South line of said Lot 2; thence West parallel to and 10 feet North of the South line of Lots 2, 3, 4 and 5, 134.6 feet, more or less, to the point distant 12.5 feet Southeasterly of, as measured radially from, the center line of the main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as said track is now there established; thence Northeasterly, parallel to and distant 12.5 feet Southeasterly of the center line of said main track, to the east line of said Lot 1; thence South along said east line of said Lot 1, 105 feet, more or less, to the point of beginning.

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS )
COUNTY OF C O O K ) SS.

Personally came before me this 26th day of December, A. D. 1961, RAY F. MYERS, Vice President, and E. J. FRIEDRICH, Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association by its authority.

E. W. FAHRENBACH
Notary Public in and for the
State of Illinois, County of Cook
My Commission expires March 26, 1965.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 5th day of January A.D. 1962 at 3:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 110-111.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee #1.50)

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, DECEMBER 27th, 1961

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, WHICH SAID GENERAL Mortgage was, on December 5, 1945, duly recorded in the Office of the Secretary of State of Wisconsin in Book 39 of R.R. Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to that certain property situated at Racine, County of Racine, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 27th day of December, A.D. 1961.

(SEAL)

HARRIS TRUST AND SAVINGS BANK
as Trustee as aforesaid

By F. O. MANN
Vice President

ATTEST OR COUNTERSIGNED:

By J. L. SPRENG

WITNESSED BY:

R. S. STAM

SHARON BROWN

APPENDIX 1

That part of Lots 1, 2, 3, 4 and 5, in Block 5, according to the recorded Original Plat of the Village of Racine, now in the City of Racine, in the County of Racine and State of Wisconsin, described as follows, to-wit:

Begin at the Southeast corner of said Lot 1; thence West along the South line of said Lots 1 and 2, 80 feet to the point distant 20 feet Easterly of the West line of said Lot 2; thence northerly on a line parallel to said West line of said Lot 2 to a point distant 10 feet Northerly of, as measured at right angles from, the South line of said Lot 2; thence West parallel to and 10 feet North of the South line of Lots 2, 3, 4 and 5, 134.6 feet, more or less, to the point distant 12.5 feet Southeasterly of, as measured radially from, the center line of the main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as said track is now there established; thence Northeasterly, parallel to and distant 12.5 feet Southeasterly of the center line of said main track, to the east line of said Lot 1; thence South along said east line of said Lot 1, 105 feet, more or less, to the point of beginning.



(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 27th day of December, A. D. 1961, F. O. MANN, a Vice President, and J. L. SPRENG, an Assistant Secretary, of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

(NOTARIAL SEAL)

MARY E. DEAROLPH
Notary Public in and for the State
of Illinois, County of Cook
My Commission Expires Feb. 2, 1963.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 5th day of January A. D. 1962 at 3:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 112-113.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (Fee $2.50)

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R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF SHEBOYGAN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

SHEBOYGAN SAUSAGE COMPANY

DATED, NOVEMBER 22nd, 1961

---

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SHEBOYGAN SAUSAGE COMPANY, of Sheboygan, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Sheboygan, County of Sheboygan and State of Wisconsin, and described as follows, to wit:

Those portions of Lots Six (6) and Eight (8) and that portion of the East One-half (E ½) of Lot Seven (7) in Block Twenty-three (23) in Original Town, which lies Southwesterly of a line drawn parallel with and distant Twenty-five (25) feet Southwesterly measured at right angles from the centerline of the main track of the Chicago and North Western Railway Company, as said main track was originally located and established.

ALSO: Those portions of Lots Eight (8) and Nine (9) in Block Twenty-three (23) in Original Town, which lies Northeasterly of a line drawn parallel with and distant Twenty-five (25) feet Northeasterly measured at right angles from the aforesaid centerline of the main track of said Railway Company.

The above described lands being a portion of the West One-half of the Southeast Quarter (W ½ SE ¼) of Section Twenty-seven (27), Township Fifteen (15) North, Range Twenty-three (23) East.

Excepting, however, all coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 22nd day of November A.D., Nineteen Hundred and Sixty-one.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By W. K. STEVENS
Vice President

ATTEST: (SEAL)
E. T. Cassin
Assistant Secretary

WITNESSES:
To the Signatures of the Officers of
The First National Bank of Chicago:

A. E. Grinton

R. E. Hlavacek

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STATE OF ILLINOIS )
) SS.
COUNTY OF C O O K )

I, J. E. MATZKE, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and E. T. CASSIN to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides at Hinsdale, Illinois and that E. T. CASSIN resides at River Forest, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 22nd day of November, A.D., Nineteen Hundred and Sixty-one.

J. E. MATZKE
Notary Public
In and for the County of Cook in the State of Illinois.
My Commission as such Notary Public Expires: May 31, 1965.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 8th day of January A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 114-115.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED

(Fee $2.50)

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF SHEBOYGAN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

SHEBOYGAN SAUSAGE COMPANY

DATED, DECEMBER 4th, 1961

---

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SHEBOYGAN SAUSAGE COMPANY, of Sheboygan, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Sheboygan, County of Sheboygan, and State of Wisconsin, and described as follows, to wit:

Those portions of Lots Six (6) and Eight (8) and that portion of the East One-half (E½) of Lot Seven (7) in Block Twenty-three (23) in Original Town, which lies Southwesterly of a line drawn parallel with and distant Twenty-five (25) feet Southwesterly measured at right angles from the centerline of the main track of the Chicago and North Western Railway Company, as said main track was originally located and established.

ALSO: Those portions of Lots Eight (8) and Nine (9) in Block Twenty-three (23) in Original Town, which lies Northeasterly of a line drawn parallel with and distant Twenty-five (25) feet Northeasterly measured at right angles from the aforesaid centerline of the main track of said Railway Company.

The above described lands being a portion of the West One-half of the Southeast Quarter (W ½ SE ¼) of Section Twenty-seven (27), Township Fifteen (15) North, Range Twenty-three (23) East.

Excepting, however, all coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of the Assistant Secretaries this 4th day of December A.D., Nineteen Hundred and Sixty-one.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, Jr.
Vice President



ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

J. BERVAR

J. OWENS

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

I, GERALD R. PURDON a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR. and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, JR. resides 261 West 11th Street, New York, N. Y. and that J. M. DOYLE resides 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 4th day of December A.D., Nineteen Hundred and Sixty-one.

GERALD R. PURDON
Notary Public
In and for the County of New York in
the State of New York.
No. 52-317200
Qualified in Suffolk County
Cert. filed with New York County
Term expires March 30, 1963.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 8th day of January A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 116-117.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee $2.50)

# RELEASE
OF CERTAIN LAND IN DOUGLAS COUNTY
FROM LIEN OF
DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY
FIRST MORTGAGE OF JANUARY 1, 1949

BY

MANUFACTURERS HANOVER TRUST COMPANY

TO

SOO LINE RAILROAD COMPANY

DATED, NOVEMBER 21st, 1961

- - - - - - - - - - - - -

THIS INDENTURE, made the 21st day of November, 1961, between MANUFACTURERS HANOVER TRUST COMPANY (formerly Central Hanover Bank and Trust Company), a banking corporation of the State of New York, with its principal office and place of business in the Borough of Manhattan, City and State of New York, as Trustee under the below mentioned Mortgage, party of the first part, and SOO LINE RAILROAD COMPANY (formerly known as Duluth, South Shore and Atlantic Railroad Company), a Minnesota corporation, party of the second part:

WHEREAS, the said SOO LINE RAILROAD COMPANY (under its former name of Duluth, South Shore and Atlantic Railroad Company), party of the second part, by its indenture of First Mortgage, dated as of January 1, 1949 and recorded on November 18, 1949, in the Real Estate Records in the office of the Register of Deeds of Marquette County, State of Michigan, as Document No. 1015 in Book 111 of Mortgages at pages 303-502, for the consideration therein mentioned and to secure the payment of the debt therein specified, did convey certain lands and tenements, of which the lands hereinafter described are a part, unto said MANUFACTURERS HANOVER TRUST COMPANY (under its former name of Central Hanover Bank and Trust Company), party of the first part; and

WHEREAS, the said party of the second part has requested the said party of the first part to release the property hereinafter described from the lien of said Mortgage; and has complied with the conditions precedent thereto in said Mortgage prescribed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT the said party of the first part, in pursuance of the provisions contained in said Mortgage, and in consideration of the sum of One Dollar ($1.00) to it duly paid by the party of the second part at or before the ensealing of these presents, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does grant, release, quitclaim and set over unto said party of the second part all of the right, title and interest of the said party of the first part, as Trustee as aforesaid, in and to the following described property situate in the County of Douglas, State of Wisconsin:

the West 50 feet of Lots 1 to 14 inclusive, Block 192, the West 50 feet of Lots 1 to 14 inclusive, in Block 193, the West 50 feet of Lots 1 to 10 inclusive, all of Lot 15 and the West 10 feet of Lot 14 in Block 208, all in West Superior Seventh Division;

also the West 50 feet of Lots 1 to 16 inclusive, in Block 5, the West 50 feet of Lots 1 to 14 inclusive, in Block 6, and the West 50 feet of Lots 1 to 15 inclusive, in Block 15, all in Merriam Park Addition to West Superior; subject to an easement for right-of-way sufficient in width for the Northern Pacific Railway Company's team track located upon and along part of the West 50 feet of said Block 6, for so long as said track is in place;

also Lots "A" and "B" in Wemyss' Addition to West Superior;
all according to the plats thereof on file and of record in the Office of the Register of Deeds in and for Douglas County, Wisconsin;

also that certain strip of land 50 feet in width, extending over and across and being part of the Northeast Quarter (NE ¼) of Section 27, Township 49 North, Range 14 West, said strip of land so hereby granted, being included within lines parallel with, one distant Ten (10) feet Northerly, and the other Forty (40) feet Southerly (measured at right angles) from the center line of the abandoned track of the Duluth, South Shore and Atlantic Railroad Company, now the Soo Line Railroad Company;

And an Easement 10 feet in width for the construction, maintenance and operation of a power line upon and along the following tracts of land in the City of Superior, Douglas County, Wisconsin



the East 10 feet of the West 30 feet of Lots 1 to 14 inclusive, in Block 176 and upon and along the East 10 feet of the West 30 feet of Lots 1 to 14 inclusive, in Block 177, all in West Superior Sixth Division, according to the plat thereof on file and of record in the office of said Register of Deeds, together with the right of access over and across the remainder of Soo Line Railroad Company's 50-foot right-of-way in said Blocks to the extent that such access will not interfere with the Soo Line Railroad Company's use thereof and reserving unto the Soo Line Railroad Company the right to use the surface of said 10-foot easement strip to the extent that such use will not interfere with the easement granted.

In the intent that the premises described above may be discharged from said Mortgage and that the rest of the lands and properties in said Mortgage specified may remain to the party of the first part, as heretofore;

To have and to hold the premises hereby released and conveyed to the said party of the second part, its successors and assigns, clear and discharged of, and from all lien and claim under and by virtue of said Mortgage.

IN WITNESS WHEREOF, the said MANUFACTURERS HANOVER TRUST COMPANY, the party of the first part, has caused this instrument to be signed and acknowledged by one of its Senior Vice Presidents and its corporate seal to be affixed hereto and the same to be attested by one of its Assistant Trust Officers all as of the date first hereinabove mentioned.

MANUFACTURERS HANOVER TRUST COMPANY

In the presence of:

T. C. CRANE

By J. T. HARRIGAN
Senior Vice President

S. J. SAFARIK

ATTEST:
E. F. RYAN
Assistant Trust Officer

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

On this 21st day of November, 1961, before me appeared J. T. HARRIGAN, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of Manufacturers Hanover Trust Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. T. HARRIGAN acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 21st day of November, 1961.

CHAS. H. WATKINS, JR.
Notary Public
State of New York - No. 30-9548600
Qualified in Nassau County
Certificate Filed in N. Y. Co.
Commission Expires Mar. 30, 1962

(NOTARIAL CLERK)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 10th day of January A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 118-119.

ROBERT C. ZIMMERMAN
Secretary of State

PARTIAL SATISFACTION
OF CHATTEL MORTGAGE OF APRIL 24TH, 1959
BY
KELLOGG-CITIZENS NATIONAL BANK
TO
THE AHNAPEE AND WESTERN RAILWAY COMPANY
DATED, DECEMBER 26TH, 1961

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: That Kellogg-Citizens National Bank of the City of Green Bay, in Brown County, Wisconsin, do hereby certify and acknowledge that a certain Chattel Mortgage bearing date on the 24th day of April A.D. 1959, made and executed by The Ahnapee and Western Railway Company to Kellogg-Citizens National Bank and filed in the office of the Secretary of State, in the State of Wisconsin, on the 13th day of May, 1959, at 10:00 o'clock A.M. and recorded at Vol. 46 of Railroad Mortgages on pages 546-547 has been fully paid, satisfied and discharged as to the portion of the chattels thereby mortgaged which are described as follows:

1 70-Ton 660 horsepower General Electric Diesel Electric Locomotive, Serial No. 31727

and in consideration of one dollar and other good and sufficient considerations, the receipt whereof is hereby acknowledged, the signers hereof do hereby remise, release and forever quit-claim unto The Ahnapee and Western Railway Company all the right, title and interest, which we acquired under said mortgage in or to the chattels last herein above described.

TO HAVE AND TO HOLD the same to the said The Ahnapee and Western Railway Company and heirs and assigns, to their own use and behoof, forever.

But this release shall not in any way effect or impair our right to hold under said mortgage and as security for the sum remaining due thereon, or to sell under the power of sale in said mortgage contained, all the remainder of the chattels therein conveyed and not hereby released. And the Clerk of said . . . . . is hereby authorized to file this partial satisfaction for record in his office, and record the same.

DO FURTHER CERTIFY, That the owner and holder of said Chattel Mortgage, the indebtedness thereby secured, and the note therein mentioned when they were paid satisfied and discharged in part, as aforesaid.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 26th day of December A.D. 1961.

KELLOGG-CITIZENS NATIONAL BANK

In Presence of

Donald G. Quass (SEAL)

J. M. ROSE (Seal)
President

Jean M. DeKeyser

J. H. NEVILLE (Seal)
Vice President & Cashier

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 19th day of January A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 120.

ROBERT C. ZIMMERMAN
Secretary of State



AWARD OF DAMAGES
FOR
EASEMENT FOR HIGHWAY PURPOSES
BY
CITY OF WAUWATOSA, WISCONSIN
IN BEHALF OF THE STATE HIGHWAY COMMISSION OF WISCONSIN
TO
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY
ADOPTED, JUNE 3, 1957

- - - - - - - - - - - -

WHEREAS, the Board of Public Works of the City of Wauwatosa, Wisconsin, acting for and on behalf of the State Highway Commission of Wisconsin, hereinafter designated the "condemnor", has been ordered by said State Highway Commission of Wisconsin, to acquire by easement for highway purposes, as long as so used, certain lands owned by CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY, a Wisconsin Corporation subject to liens held by such parcel of land being described as follows, to-wit:

That part of the Southwest One-quarter of Section 20, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin, described as follows: Beginning at a point located 60 feet East of the Northwest corner of said One-quarter Section; thence South on a line parallel to the West line of said One-Quarter Section to a point in the Westerly right of way line of the Chicago, Milwaukee and St. Paul R. R., thence Southwesterly along the railroad right of way line to a point on the Easterly right of way line of North Lovers Land Road (as laid out and traveled on January 1, 1957); thence North on said Easterly right of way line to a point on the North line of said One-quarter section; thence East on said North line 27 feet to the place of beginning.

WHEREAS, the said condemnor has endeavored to purchase said parcel by contract and has been unable to purchase the same expeditiously for a price deemed reasonable by said condemnor and the State Highway Commission;

NOW, THEREFORE, the said condemnor, acting under the provisions of Section 84.09 (3m) of the Statutes, at a meeting of said condemnor held on June 3, 1957, hereby makes this its award of damages for the taking of said lands by easement for highway purposes as long as so used in the name of the State of Wisconsin, including the right to preserve and protect and to plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, and the right to use said lands for any purposes that said authority may deem to conduce to the public use and enjoyment of the highway and for the payment of any and all damages accruing thereby to the above-named owner(s) and lien holder(s) in the sum of Two Thousand Three Hundred Forty and no/100---------Dollars ($2,340.00).

Board of Public Works for the
City of Wauwatosa, Wisconsin, By:

A. G. Lechmaier
John J. Pfannerstill
L. G. Mc Daniel
Members

Ervin A. Meier
Robert C. Mierendorf
Fred V. Mossey
C. A. Muth
Members

I do hereby certify that the above and foregoing award made by said condemnor was approved by the State Highway Commission of Wisconsin on the 10th day of June, 1957.

C. W. Ahner
Vice Chairman

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 9th day of March A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 121.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED 106 (Reel 47)

AFFIDAVIT OF RENEWAL OF CHATTEL MORTGAGE
OF AHNAPEE AND WESTERN RAILWAY COMPANY
OF APRIL 24TH, 1959

BY

KELLOGG-CITIZENS NATIONAL BANK OF GREEN BAY

DATED, APRIL 18TH, 1962

---

STATE OF WISCONSIN )
) ss.
BROWN COUNTY )

DONALD G. QUASS, being first duly sworn, on oath says that he makes this affidavit on behalf of Kellogg-Citizens National Bank of Green Bay, a national banking corporation, organized and existing under and by virtue of the laws of the United States of America, as an officer of said banking corporation, and is duly authorized so to do; that said corporation is the lawful owner and holder of that certain Chattel Mortgage, bearing date the 24th day of April, 1959, executed by Ahnapee & Western Railway Company, to Kellogg-Citizens National Bank of Green Bay, and filed in the office of the Register of Deeds for Brown County, Wisconsin, on the 19th day of May, 1959, at 1:20 P.M., Document No. 71371, and filed with the State of Wisconsin, Department of State, on May 13, 1959 at 10:00 A.M. and recorded in Volume 46 of Railroad Mortgages on pages 546-547, and that said corporation still has an interest in the property mentioned in said mortgage to the amount of Thirteen Thousand Two Hundred Fifty and No/100 Dollars ($13,250.00) being part of the original amount secured thereby, which is yet unpaid and that it claims a lien upon the property mentioned in said mortgage to that amount by virtue of said mortgage.

/s/ DONALD G. QUASS
Assistant Cashier

Subscribed and sworn to before me this 18th day of April, 1962.

/s/ EUGENE W. SLADKY
Notary Public
Brown County, Wisconsin
My Commission Expires December 19, 1965.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 23rd day of April A.D. 1962 at 9:00 A.M. and recorded in Volume 47 of Railroad Mortgages on page 122.

ROBERT C. ZIMMERMAN
Secretary of State

107 (No Fee) INDEXED

E A S E M E N T
COVERING CERTAIN LAND IN CRAWFORD COUNTY

BY

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, NOVEMBER 18TH, 1936

---

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation created and existing under the laws of the State of Illinois, is the owner of certain pieces or parcels of land or right of way in the vicinity of the Station of Ferryville, County of Crawford, State of Wisconsin, described as follows:

All that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in Lot One (1), Lot Two (2) and Lot Three (3), Section Twenty-six (26), Township Ten (10) North, Range Six (6) West of the Fourth (4th) Principal Meridian, lying Easterly of a line Fifty (50) Feet normally distant from at right angles to the center line of the most Easterly main track of the Chicago, Burlington & Quincy Railroad Company as the same is now located, constructed and operated over, through, across and beyond said lots and Westerly of a line One Hundred Sixty (160) Feet normally distant from at right angles to the center line of said track, from a line at right angles to the center line of said track at a point Eighty-five (85) Feet Southerly of the intersection of the North line of Lot Three (3) aforesaid with the center line of said track, to the North line of aforesaid Lot One (1).

Also, all that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$-$NW\frac{1}{4}$) of Section Twenty-six (26), Township and Range aforesaid, lying Easterly of a line Easterly of ~~a line Easterly of~~ and Fifty (50) Feet normally distant from at right angles to the center line of said Easterly main track of the Chicago, Burlington & Quincy Railroad Company.

Also, all that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in Lot Three (3) and Lot Four (4), Section Twenty-two (22), Township Ten (10) North, Range Six (6) West, lying Easterly of a line Easterly of and Fifty-five (55) Feet normally distant from at right angles to the center line of the aforesaid most Easterly main track of the Chicago, Burlington & Quincy Railroad Company.

Also, all that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}$-$NW\frac{1}{4}$) of Section Twenty-two (22), Township and Range aforesaid, lying Easterly of a line Easterly of and Eighty (80) Feet normally distant from at right angles to the center line of the aforesaid most Easterly main track of the Chicago, Burlington & Quincy Railroad Company.

Also, all that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}$-$SW\frac{1}{4}$) of Section Fifteen (15), Town and Range aforesaid, lying Easterly of a line Easterly of and Eighty (80) Feet normally distant from at right angles to the center line of the aforesaid most Easterly main track of the Chicago, Burlington & Quincy Railroad Company.

WHEREAS, the STATE OF WISCONSIN, ACTING BY AND THROUGH ITS HIGHWAY COMMISSION, desires the right and privilege to enter upon the above described premises, construct a highway thereon and maintain and use the same for highway purposes; and

INDEXED 105 (Realty)

AFFIDAVIT OF RENEWAL OF CHATTEL MORTGAGE
OF AHNAPEE AND WESTERN RAILWAY COMPANY
OF APRIL 24TH, 1959

BY

KELLOGG-CITIZENS NATIONAL BANK OF GREEN BAY

DATED, APRIL 18TH, 1962

---

STATE OF WISCONSIN )
) ss.
BROWN COUNTY )

DONALD G. QUASS, being first duly sworn, on oath says that he makes this affidavit on behalf of Kellogg-Citizens National Bank of Green Bay, a national banking corporation, organized and existing under and by virtue of the laws of the United States of America, as an officer of said banking corporation, and is duly authorized so to do; that said corporation is the lawful owner and holder of that certain Chattel Mortgage, bearing date the 24th day of April, 1959, executed by Ahnapee & Western Railway Company, to Kellogg-Citizens National Bank of Green Bay, and filed in the office of the Register of Deeds for Brown County, Wisconsin, on the 19th day of May, 1959, at 1:20 P.M., Document No. 71371, and filed with the State of Wisconsin, Department of State, on May 13, 1959 at 10:00 A.M. and recorded in Volume 46 of Railroad Mortgages on pages 546-547, and that said corporation still has an interest in the property mentioned in said mortgage to the amount of Thirteen Thousand Two Hundred Fifty and No/100 Dollars ($13,250.00) being part of the original amount secured thereby, which is yet unpaid and that it claims a lien upon the property mentioned in said mortgage to that amount by virtue of said mortgage.

/s/ DONALD G. QUASS
Assistant Cashier

Subscribed and sworn to before me this 18th day of April, 1962.

(NOTARIAL SEAL)

/s/ EUGENE W. SLADKY
Notary Public
Brown County, Wisconsin
My Commission Expires December 19, 1965.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 23rd day of April A.D. 1962 at 9:00 A.M. and recorded in Volume 47 of Railroad Mortgages on page 122.

ROBERT C. ZIMMERMAN
Secretary of State

107 (No Fee) INDEXED

EASEMENT
COVERING CERTAIN LAND IN CRAWFORD COUNTY

BY

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, NOVEMBER 18TH, 1936

---

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation created and existing under the laws of the State of Illinois, is the owner of certain pieces or parcels of land or right of way in the vicinity of the Station of Ferryville, County of Crawford, State of Wisconsin, described as follows:

All that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in Lot One (1), Lot Two (2) and Lot Three (3), Section Twenty-six (26), Township Ten (10) North, Range Six (6) West of the Fourth (4th) Principal Meridian, lying Easterly of a line Fifty (50) Feet normally distant from at right angles to the center line of the most Easterly main track of the Chicago, Burlington & Quincy Railroad Company as the same is now located, constructed and operated over, through, across and beyond said lots and Westerly of a line One Hundred Sixty (160) Feet normally distant from at right angles to the center line of said track, from a line at right angles to the center line of said track at a point Eighty-five (85) Feet Southerly of the intersection of the North line of Lot Three (3) aforesaid with the center line of said track, to the North line of aforesaid Lot One (1).

Also, all that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in the Northwest Quarter of the Northwest Quarter (NW¼-NW¼) of Section Twenty-six (26), Township and Range aforesaid, lying Easterly of a line Easterly of ~~a line Easterly of~~ and Fifty (50) Feet normally distant from at right angles to the center line of said Easterly main track of the Chicago, Burlington & Quincy Railroad Company.

Also, all that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in Lot Three (3) and Lot Four (4), Section Twenty-two (22), Township Ten (10) North, Range Six (6) West, lying Easterly of a line Easterly of and Fifty-five (55) Feet normally distant from at right angles to the center line of the aforesaid most Easterly main track of the Chicago, Burlington & Quincy Railroad Company.

Also, all that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in the Northeast Quarter of the Northwest Quarter (NE¼-NW¼) of Section Twenty-two (22), Township and Range aforesaid, lying Easterly of a line Easterly of and Eighty (80) Feet normally distant from at right angles to the center line of the aforesaid most Easterly main track of the Chicago, Burlington & Quincy Railroad Company.

Also, all that portion of the Chicago, Burlington & Quincy Railroad Company's right of way in the Southeast Quarter of the Southwest Quarter (SE¼-SW¼) of Section Fifteen (15), Town and Range aforesaid, lying Easterly of a line Easterly of and Eighty (80) Feet normally distant from at right angles to the center line of the aforesaid most Easterly main track of the Chicago, Burlington & Quincy Railroad Company.

WHEREAS, the STATE OF WISCONSIN, ACTING BY AND THROUGH ITS HIGHWAY COMMISSION, desires the right and privilege to enter upon the above described premises, construct a highway thereon and maintain and use the same for highway purposes; and

WHEREAS, said Railroad Company is willing to grant to said State of Wisconsin the right and privilege to enter upon the above described premises, construct a highway thereon, and maintain and use the same for highway purposes;

NOW, THEREFORE, in consideration of the premises and the sum of One and No/100 ($1.00) Dollars to it in hand paid by the said State of Wisconsin, said Chicago, Burlington & Quincy Railroad Company does hereby grant to said State of Wisconsin the right and privilege to enter upon the above described premises, construct a highway thereon, and maintain and use the same for highway purposes.

As a further consideration, the State of Wisconsin in accepting this easement agrees to construct and maintain at their own expense, stabilizing works to control and improve drainage conditions in the valley which leads to and crosses the right of way of the said Railroad Company at their Mile Post 244.43.

In the acceptance of this easement, the said State of Wisconsin agrees that it will surrender and deliver without cost to said Chicago, Burlington & Quincy Railroad Company, its successors or assigns, possession of the premises hereinabove described, in case the same shall be abandoned for active highway purposes.

The said State of Wisconsin in the acceptance of the easement herein granted, also agrees that it will at its own sole cost and expense and without cost to said Railroad Company, do all the necessary grading and furnish all material and labor necessary for the construction or reconstruction of said highway, and shall also at its own expense make or cause to be made, any changes or alterations in the location or construction of the improvements of said Railroad Company made necessary by the easement herein granted, or by the location, construction and operation of said highway thereon.

The said Railroad Company does not warrant its title to the premises covered by the easement herein granted, nor undertake to defend said State of Wisconsin in the peaceable enjoyment thereof.

IN WITNESS WHEREOF, the Chicago, Burlington & Quincy Railroad Company has caused its corporate name to be hereunto signed by its Executive Vice President and its corporate seal to be hereto affixed this 18th day of November, A.D. 1936.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

(SEAL)

By E. FLYNN
Executive Vice President

Attest:

Edith J. Alden
Assistant Secretary

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

On this 18th day of November, A. D. 1936, before me appeared E. Flynn to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of the Chicago, Burlington & Quincy Railroad Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said E. Flynn acknowledged said instrument to be the voluntary act and deed of said corporation.

(NOTARIAL SEAL)

A. D. McLane
Notary Public
My Commission Expires March 22, 1939.

The terms, stipulations and conditions, all and singular of the above easement, are hereby accepted.

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

STATE OF WICONSIN, ACTING BY AND THROUGH ITS HIGHWAY COMMISSION

By Thos. J. Pattison

Received this 26th day of April A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 123 - 124.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(plotted)

QUIT CLAIM DEED

COVERING CERTAIN LAND IN MILWAUKEE COUNTY

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, MAY 3rd, 1962

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS:

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, party of the first part, in consideration of the sum of FIVE THOUSAND EIGHT HUNDRED FORTY-FOUR and NO/100 DOLLARS ($5,844.00), to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the County of Milwaukee, and State of Wisconsin, to wit:

That part of the Northeast Quarter (NE ¼) of Section Twenty-five (25) and the Southeast Quarter (SE ¼) of Section Twenty-four (24), Township Eight (8) North, Range Twenty-one (21) East, more particularly described as follows, to wit:

Commencing at the intersection of the present Southwesterly line of North Teutonia Avenue and the South line of the Southeast Quarter (SE ¼) of Section Twenty-four (24), Township Eight (8) North, Range Twenty-one (21) East, said point lying Thirty-three and No One-Hundredths (33.00) feet Southwesterly of and measured at right angles to the center line of North Teutonia Avenue as originally laid out; running thence Northwesterly along said Southwesterly line of North Teutonia Avenue Three Hundred Seventy-two and Twenty-one One Hundredths (372.21) feet to a point; thence Southwesterly along a line at right angles to said Southwesterly line of North Teutonia Avenue Forty-five and Eighty One-Hundredths (45.80) feet to a point; thence Southwesterly along a line Fifty-one and Seventeen One-Hundredths (51.17) feet to an angle point, said point lying Sixty and Six One-Hundredths (60.06) feet Southwesterly of and measured at right angles to said Southwesterly line of North Teutonia Avenue; thence Southeasterly along a line One Hundred and Two One-Hundredths (100.02) feet to an angle point, said point lying Fifty-eight and Eight One-Hundredths (58.08) feet Southwesterly of and measured at right angles to said Southwesterly line of North Teutonia Avenue; thence Southeasterly along a line One Hundred Fifty and No One-Hundredths (150.00) feet to an angle point, said point lying Fifty-eight and Ninety-five One Hundredths (58.95) feet Southwesterly of and measured at right angles to said Southwesterly line of North Teutonia Avenue; thence Southeasterly along a line Seventy-four and Seventy-four One-Hundredths (74.74) feet to a point in the Northeasterly right of way line of the Chicago and North Western Railway Company in the Northeast Quarter (NE ¼) of Section Twenty-five (25), Township Eight (8) North, Range Twenty-one (21) East, said point lying Ninety and No One-Hundredths (90.00) feet Northwesterly of said Southwesterly line of North Teutonia Avenue (measured along said Northeasterly right of way line of the Chicago and North Western Railway Company); thence Southeasterly along the Northeasterly right of way line of the Chicago and North Western Railway Company Ninety and No One-hundredths (90.00) feet to a point in said Southwesterly line of North Teutonia Avenue; thence Northwesterly along said Southwesterly line of North Teutonia Avenue Sixty-nine and Seventy-five One-hundredths (69.75) feet to a point in the South line of the Southeast Quarter (SE ¼) of Section Twenty-four (24), Township Eight (8) North, Range Twenty-one (21) East; thence West along the South line of said Quarter Section, Seventy-eight One-hundredths (0.78) feet to the point of commencement, all as shown on the map filed with the County Highway Committee and the County Clerk of Milwaukee County by the State Highway Commission of Wisconsin in accordance with Section 84.09 (1), Wisconsin Statutes.

Reserving, however, unto the party of the first part, its successors or assigns, the right to maintain an access driveway across the North 22 feet of the west line of the land hereinbefore described.

Reserving, however, unto said party of the first part the right to use said land for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors, lessees, licensees and assignees.

IN WITNESS WHEREOF, the CHICAGO AND NORTH WESTERN RAILWAY COMPANY has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary this Third day of May A.D. 1962.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

(SEAL)

By C. J. FITZPATRICK
PRESIDENT

Signed, Sealed and Delivered in Presence of:

Attest T. A. ROSS
Secretary

OPAL T. MORGAN

Approved C. S. ANDERSON
Chief Title Officer

VINCENT J. LUISI

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this Third day of May A. D. 1962, the above named C. J. FITZPATRICK, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and T. A. Ross, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(NOTARIAL SEAL)

IRENE E. PAULSON
Notary Public

My Commission Expires: October 5, 1963.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 12th day of June A.D. 1962 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 125-126.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(No Fee)

AWARD OF DAMAGES

FOR

EASEMENT FOR HIGHWAY PURPOSES

BY

SAWYER COUNTY HIGHWAY COMMITTEE

TO

CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

ADOPTED, MARCH 8th, 1932

- - - - - - - - - - - - -

WHEREAS, It has been deemed necessary for the proper construction, improvement or maintenance of State Trunk Highway No. 70 to change or relocate the same; and

WHEREAS, The county highway committee of Sawyer County, State of Wisconsin, deems it necessary to acquire for the purposes of such construction, improvement or maintenance, the following described parcel of land owned by Chicago, St. Paul, Minneapolis & Omaha Ry. to wit:

All that part of a strip or parcel of land lying within Government Lot No. 2 of Section 9, and the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 9, and also all that part of a strip or parcel of land lying within Government Lot 4 of Section 9, all in Township 38 North, Range 6 West, and all of which are shown in green color on the attached plat, which is made a part of this award. Said strips or parcels to contain 1.61 acres, more or less.

WHEREAS, The county highway committee of the said county has endeavored and tried to secure the purchase of said lands by contract and has been unable to acquire and purchase the same for a price deemed reasonable by said county highway committee;

NOW, THEREFORE, the said county highway committee, acting under the provisions of subsection (2) of Section 83.08 of the Statutes at a meeting of said county highway committee held on this 8th day of March, 1932, hereby makes this its award of damages to the said Chicago, St. Paul, Minneapolis & Omaha Railway owner of said lands in the sum of One Hundred Sixty-one and No/100 Dollars ($161.00) for the taking of said lands and damages accruing to said land owner thereby.

Recommended for approval:

March 8th, 1932

G. I. GERMOND
Division Engineer

JAMES RANKIN

FRED HUNGERFORD

I. O. NELSON
COUNTY HIGHWAY COMMITTEE

Recommended for approval: (SEAL)

March 12 19 32.

M. W. Torkelson
Acting State Highway Engineer

I do hereby certify that the above and foregoing award made by the county highway committee of Sawyer County, Wisconsin, was approved by the Wisconsin Highway Commission on the 12th day of March, 1932.

K. G. Kurtenacker
Secretary

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 12th day of June A.D. 1962 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on page 127.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED

112

(Fee $2.=)

SUPPLEMENTAL LEASE
TO
EQUIPMENT LEASE AND AGREEMENT OF JUNE 15, 1949
(EQUIPMENT TRUST OF 1949, SECOND SERIES)

BY AND BETWEEN

FIRST TRUST COMPANY OF SAINT PAUL, TRUSTEE

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED AS OF AUGUST 10TH, 1962

- - - - - - - - - - - - - - - -

AGREEMENT dated as of the 10th day of August, 1962, between FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the "Trustee"), party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part,

WHEREAS, by the terms of a certain Lease of railroad equipment dated the 15th day of June, 1949, between First Trust Company of Saint Paul, as Trustee, and the Company, as heretofore supplemented, there was leased to the Company the railroad equipment described in Paragraph No. 1 of said Lease, and

WHEREAS, ten (10) 50-ton capacity steel-sheathed wood-lined box cars, bearing Northern Pacific Road Nos. 18201, 18580, 18177, 18157, 18671, 18421, 18188, 18024, 18663 and 18670, and one (1) 4500 H.P. Diesel-electric passenger locomotive, bearing Northern Pacific Road No. 6512-B, included in the railroad equipment described in the said Lease, have been destroyed by accident and the Company pursuant to Paragraph No. 6 of said Lease has deposited, in cash, with the Trustee, pending replacement of such destroyed equipment, the fair value as of the date of destruction of the Trust Equipment destroyed, and

WHEREAS, the Trustee, at the request of the Company, using a part of the cash so deposited, has purchased from International Car Division, Morrison-International Corporation, for replacement of said destroyed equipment, five (5) all-steel cabooses constructed and equipped in accordance with Northern Pacific Railway Company's Specification No. F-347-A, having a value as of the date hereof of $94,083.00, and bearing Northern Pacific Road Nos. 1100-1104, both inclusive, and

WHEREAS, pursuant to said Paragraph No. 6 of the said Lease, the parties desire to subject said cabooses to the terms and conditions of said Lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Paragraph No. 6 of said Lease of railroad equipment dated the 15th day of June, 1949, the Trustee has let and leased, and does hereby let and lease, to the Company, said five (5) all-steel cabooses constructed and equipped in accordance with Northern Pacific Railway Company's Specification No. F-347-A, bearing Northern Pacific Road Nos. 1100-1104, both inclusive, under and subject to all the terms and conditions of said Lease of railroad equipment dated the 15th day of June, 1949, and the Company has accepted, and does hereby accept, delivery and possession of said cabooses thereunder.

2. Said cabooses numbered 1100-1104, both inclusive, shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease, and shall be subject to all the terms and provisions of said Lease and subject to all the terms and conditions of that certain Agreement dated June 15, 1949, among Northwestern Improvement Company, Vendor, First Trust Company of Saint Paul, Trustee, and the Company, annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated June 15, 1949, the title to and ownership of said cabooses numbered 1100-1104, both inclusive, shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.



4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

Signed, sealed and delivered
in presence of:

G. E. SCHOENICK

THOMAS A. GROTH

FIRST TRUST COMPANY OF SAINT PAUL,
as Trustee,

By D. L. DOYON
Vice President

(SEAL)

ATTEST:

R. H. MADDEN
Assistant Secretary

Signed, sealed and delivered
in presence of:

JOHN L. GARRITY

BEATRICE E. NACHTRIEB

NORTHERN PACIFIC RAILWAY COMPANY

By E. B. STANTON
Vice President

(SEAL)

ATTEST:

RICHARD A. BEULKE
Assistant Secretary

STATE OF MINNESOTA )
) ss.
COUNTY OF RAMSEY )

On this 15th day of August, 1962, before me personally appeared D. L. Doyon to me personally known, who, being by me duly sworn, says that he is Vice President of First Trust Company of Saint Paul, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carole J. Torgerud
Notary Public, Ramsey County, Minn.
My commission expires Aug. 28, 1967

(SEAL)

STATE OF MINNESOTA )
) ss.
COUNTY OF RAMSEY )

On this 15th day of August, 1962, before me personally appeared E. B. STANTON, to me personally known, who, being by me duly sworn, says that he is Vice President of Northern Pacific Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

R. J. WOULFE
Notary Public, Ramsey County, Minn.
My commission expires Apr. 30, 1963.

(SEAL)

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 24th day of August A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 128-129.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED
(Fee $1.50)

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF
FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, AUGUST 14th, 1962

- - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at page 15, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage in and to that certain property situated at Racine, in the County of Racine, State of Wisconsin, which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 14th day of August, A.D. 1962.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid

By Ray F. Myers
Vice President

ATTEST OR COUNTERSIGNED:

By E. J. Friedrich
Assistant Secretary

WITNESSED BY:

R. BROWN

E. F. HARTMAN

APPENDIX 1

That part of Block 4 and Block 6, and of adjacent platted streets, according to the recorded Original Plat of the Village of Racine, now in the City of Racine, in the County of Racine and State of Wisconsin, described as follows:

Begin on the West line of said Block 4, distant 267 feet North of the Southwest corner of said Block 6 of said plat;



thence South 77 degrees 13 minutes East, 123 feet;

thence North 80.01 feet;

thence South 71 degrees 06 minutes East, 50.10 feet;

thence South 74 degrees 31 minutes East, 137.74 feet to the West line of Block 7 of said plat;

thence South zero degrees 05 minutes East along last said Block Line, 96.27 feet;

thence North 83 degrees 02 minutes West, 37.35 feet;

thence North 81 degrees 43 minutes West, 35 feet;

thence North 78 degrees 07 minutes West, 25 feet;

thence North 76 degrees 14 minutes West, 164.58 feet;

thence North 78 degrees zero minutes West, 33 feet;

thence North 81 degrees zero minutes West, 12 feet, to the East line of said Block 4 or the prolongation thereof;

thence North 33.83 feet to the point of beginning, together with the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right, title and interest in and to the premises, if any, lying between the most northerly boundaries of the above described premises and the established southerly bank or dock line of said Root River.

Also, begin on the West line of said Block 6, distant 145 feet North of the Southwest corner thereof;

thence North along said West line and said West line produced North, 62.86 feet;

thence South 81 degrees zero minutes East, 7.38 feet;

thence South 78 degrees zero minutes East, 31.96 feet;

thence South 76 degrees 14 minutes East, 164.61 feet;

thence South 76 degrees 11 minutes East, 104.76 feet, to the West line of said Block 7;

thence South zero degrees 05 minutes East along last said West line 136.03 feet to the South line of said Block 6, or an easterly prolongation thereof.

thence North 89 degrees 58 minutes West along last said South line 130 feet;

thence North parallel to the West line of said Block 6, 145 feet;

thence North 89 degrees 58 minutes West, 170 feet, to the point of beginning.

Also, begin at the Southwest corner of said Block 6 as platted;

thence North along the West line thereof 145 feet;

thence South 89 degrees 58 minutes East, 170 feet;

thence South parallel to the West line of said Block 6, 145 feet, to the South line thereof;

thence North 89 degrees 58 minutes West along last said South line 170 feet to the point of beginning.

(WISCONSIN) (FIRST MORTGAGE)

State of Illinois)
ss.
County of C o o k)

Personally came before me this 14th day of August, A.D. 1962, RAY F. MYERS, Vice President, and E. J. Friedrich, Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

(NOTARIAL SEAL)

THOMAS TRITSCHLER
Notary Public in and for the State of
Illinois, County of Cook
Commission Expires January 14, 1964.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 27th day of August A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 130 - 131.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee $1.50)

R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, AUGUST 16th, 1962

- - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin in Book 39 of Railroad Mortgages, at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY AND QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage in and to that certain property situated at Racine County of Racine, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 16th day of August, A.D. 1962.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid

(SEAL)

By F. O. MANN
Vice President

ATTEST OR COUNTERSIGNED:

By L. L. Spreng
Assistant Secretary

WITNESSED BY:

JEAN C. POLLAK

R. G. MASON

APPENDIX 1

That part of Block 4 and Block 6, and of adjacent platted streets, according to the recorded Original Plat of the Village of Racine, now in the City of Racine, in the County of Racine and State of Wisconsin, described as follows:

Begin on the West line of said Block 4, distant 267 feet North of the Southwest corner of said Block 6 of said plat;

thence South 77 degrees 13 minutes East, 123 feet;

thence North 80.01 feet;

thence South 71 degrees 06 minutes East, 50.10 feet;

thence South 74 degrees 31 minutes East, 137.74 feet to the West line of Block 7 of said plat;

thence South zero degrees 05 minutes East along last said Block Line, 96.27 feet;

thence North 83 degrees 02 minutes West, 37.35 feet;



thence North 81 degrees 43 minutes West, 35 feet;

thence North 78 degrees 07 minutes West, 25 feet;

thence North 76 degrees 14 minutes West, 164.58 feet;

thence North 78 degrees zero minutes West, 33 feet;

thence North 81 degrees zero minutes West, 12 feet, to the East line of said Block 4 or the prolongation thereof;

thence North 33.83 feet to the point of beginning, together with the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right, title and interest in and to the premises, if any, lying between the most northerly boundaries of the above described premises and the established southerly bank or dock line of said Root River.

Also, begin on the West line of said Block 6, distant 145 feet North of the Southwest corner thereof;

thence North along said West line and said West line produced North, 62.86 feet;

thence South 81 degrees zero minutes East, 7.38 feet;

thence South 78 degrees zero minutes East, 31.96 feet;

thence south 76 degrees 14 minutes East, 164.61 feet

thence south 76 degrees 11 minutes East, 104.76 feet, to the West line of said Block 7;

thence South zero degrees 05 minutes East along last said West line 136.03 feet to the South line of said Block 6, or an easterly prolongation thereof.

thence North 89 degrees 58 minutes West along last said South line 130 feet;

thence North parallel to the West line of said Block 6, 145 feet;

thence North 89 degrees 58 minutes West, 170 feet, to the point of beginning.

Also, begin at the Southwest corner of said Block 6 as platted;

thence North along the West line thereof 145 feet;

thence South 89 degrees 58 minutes East, 170 feet;

thence South parallel to the West line of said Block 6, 145 feet, to the South line thereof;

thence North 89 degrees 58 minutes West along last said South line 170 feet to the point of beginning.

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 16th day of August, A.D. 1962, F. O. MANN, a Vice President, and J. L. SPRENG, an Assistant Secretary, of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

(SEAL)

Mary E. Dearolph
Notary Public in and for the State of
Illinois, County of Cook
My Commission Expires February 2, 1963.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 27th day of August A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 132 - 133.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED 115
(Fee $1.25)

SUPPLEMENTAL LEASE
TO
EQUIPMENT LEASE AND AGREEMENT OF MARCH 15, 1949
(EQUIPMENT TRUST OF 1949)

BY AND BETWEEN

FIRST NATIONAL CITY BANK, TRUSTEE

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED AS OF AUGUST 17, 1962

- - - - - - - - - - - - - -

AGREEMENT dated as of the 17th day of August, 1962, between FIRST NATIONAL CITY BANK, a national banking association duly organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part.

WHEREAS, by the terms of a certain Lease of railroad equipment dated the 15th day of March, 1949, between The First National Bank of the City of New York, as Trustee, and the Company, as heretofore supplemented, there was leased to the Company the railroad equipment described in Paragraph No. 1 of said Lease, and

WHEREAS, the Trustee has succeeded to all the rights and obligations of The First National Bank of the City of New York in and to and by virtue of said Lease as Trustee, and

WHEREAS, one (1) 42-foot 80,000-pound capacity steel-sheathed wood-lined refrigerator car, bearing Northern Pacific Road No. 91333, one (1) 70-ton Hart selective ballast car, bearing Northern Pacific Road No. 87591, one (1) self-clearing hopper car, 70-ton capacity, bearing Northern Pacific Road No. 71481, and one (1) 4500 H.P. Diesel passenger locomotive, bearing Northern Pacific Road No. 6508-A, included in the railroad equipment described in said Lease, have been destroyed by accident and the Company pursuant to Paragraph No. 6 of said Lease has deposited, in cash, with the Trustee, pending replacement of such destroyed equipment, the fair value as of the date of destruction of the Trust Equipment destroyed, and

WHEREAS, the Trustee, at the request of the Company, using the cash so deposited by the Company to the extent that the same is sufficient for that purpose, has purchased from International Car Division, Morrison-International Corporation, for replacement of said destroyed equipment, four (4) all-steel cabooses constructed and equipped in accordance with Northern Pacific Railway Company's Specification No. F-347-A, bearing Northern Pacific Road No.s 1111-1114, both inclusive, and

WHEREAS, pursuant to said Paragraph No. 6 of said Lease, the parties desire to subject said cabooses to the terms and conditions of said Lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Paragraph No. 6 of said Lease of railroad equipment dated the 15th day of March, 1949, the Trustee has let and leased, and does hereby let and lease, to the Company, said four (4) all-steel cabooses constructed and equipped in accordance with Northern Pacific Railway Company's Specification No. F-347-A, bearing Northern Pacific Road Nos. 1111-1114, both inclusive, under and subject to all the terms and conditions of said Lease of railroad equipment dated the 15th day of March, 1949, and the Company has accepted, and does hereby accept, delivery and possession of said cabooses thereunder.

2. Said cabooses numbered 1111-1114, both inclusive, shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease, and shall be subject to all the terms and provisions of said Lease and subject to all the terms and conditions of that certain Agreement dated March 15, 1949, among Northwestern Improvement Company, Vendor, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said Lease.



3. It is understood and agreed that except as otherwise provided in said Lease dated March 15, 1949, the title to and ownership of said cabooses numbered 1111-1114, both inclusive, shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

Signed, sealed and delivered in presence of:

L. B. Miller

R. E. Johnson

FIRST NATIONAL CITY BANK,
as Trustee,

By V. J. GARDNER
Trust Officer

(SEAL)

ATTEST:

D. F. NEIL
Assistant Cashier

Signed, sealed and delivered in presence of:

John L. Garrity

Beatrice E. Nachtrieb

NORTHERN PACIFIC RAILWAY COMPANY

By E. B. STANTON
Vice President

(SEAL)

ATTEST:

RICHARD A. BEULKE
Assistant Secretary

STATE OF NEW YORK )
) ss.
COUNTY OF NEW YORK )

On this 28th day of August, 1962, before me personally appeared V. J. Gardner to me personally known, who, being by me duly sworn, says that he is a Trust Officer of First National City Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

JOHN L. GRIMMELBEIN
Notary Public, State of New York
No. 30-6675350 Qualified in Nassau County
Cert. Filed in N. Y. County
Term Expires March 30, 1964

STATE OF MINNESOTA )
) ss.
COUNTY OF RAMSEY )

On this 24th day of August, 1962, before me personally appeared E. B. Stanton, to me personally known, who, being by me duly sworn, says that he is Vice President of Northern Pacific Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

R. J. WOULFE
Notary Public, Ramsey County, Minnesota
My commission expires Apr. 30, 1963.

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 11th day of September A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 134 - 135.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED



SUPPLEMENTAL LEASE
TO
EQUIPMENT LEASE AND AGREEMENT OF MARCH 30, 1951
(EQUIPMENT TRUST OF 1951)

BY AND BETWEEN

FIRST NATIONAL CITY BANK, TRUSTEE

AND

NORTHERN PACIFIC RAILWAY COMPANY

DATED AS OF AUGUST 17, 1962

- - - - - - - - - - - - - - -

AGREEMENT dated as of the 17th day of August, 1962, between FIRST NATIONAL CITY BANK, a national banking association duly organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and NORTHERN PACIFIC RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the second part.

WHEREAS, by the terms of a certain Lease of railroad equipment dated the 30th day of March, 1951, between The First National Bank of the City of New York, as Trustee, and the Company, as heretofore supplemented, there was leased to the Company the railroad equipment described in Paragraph No. 1 of said Lease, and

WHEREAS, the Trustee has succeeded to all the rights and obligations of The First National Bank of the City of New York in and to and by virtue of said Lease as Trustee, and

WHEREAS, four (4) 40'6" 50-ton capacity steelsheathed box cars, bearing Northern Pacific Road Nos. 24056, 24141, 24168 and 24192, included in the railroad equipment described in said Lease, have been destroyed by accident and the Company pursuant to Paragraph No. 6 of said Lease has deposited, in cash, with the Trustee, pending replacement of such destroyed equipment, the fair value as of the date of destruction of the Trust Equipment destroyed, and

WHEREAS, the Trustee, at the request of the Company, using the cash so deposited by the Company to the extent that the same is sufficient for that purpose, has purchased from International Car Division, Morrison-International Corporation, for replacement of said destroyed equipment, one (1) all-steel caboose constructed and equipped in accordance with Northern Pacific Railway Company's Specification No. F-347-A, bearing Northern Pacific Road No. 1115, and

WHEREAS, pursuant to said Paragraph No. 6 of said Lease, the parties desire to subject said caboose to the terms and conditions of said Lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Paragraph No. 6 of said Lease of railroad equipment dated the 30th day of March, 1961, the Trustee has let and leased, and does hereby let and lease, to the Company, said one (1) all-steel caboose constructed and equipped in accordance with Northern Pacific Railway Company's Specification No. F-347-A, bearing Northern Pacific Road No. 1115, under and subject to all the terms and conditions of said Lease of railroad equipment dated the 30th day of March, 1951, and the Company has accepted, and does hereby accept, delivery and possession of said caboose thereunder.

2. Said caboose numbered 1115 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease, and shall be subject to all the terms and provisions of said Lease and subject to all the terms and conditions of that certain Agreement dated March 30, 1951, among Northwestern Improvement Company, Vendor, The First National Bank of the City of New York, Trustee, and Northern Pacific Railway Company, annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated March 30, 1951, the title to and ownership of said caboose numbered 1115 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.



4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

Signed, sealed and delivered
in presence of:

L. B. Miller

R. E. Johnson

FIRST NATIONAL CITY BANK,
as Trustee,

By V. J. GARDNER
Trust Officer

(SEAL)

ATTEST:

D. F. NEIL
Assistant Cashier

Signed, sealed and delivered
in presence of:

John L. Garrity

Beatrice E. Nachtrieb

NORTHERN PACIFIC RAILWAY COMPANY

By E. B. STANTON
Vice President

(SEAL)

ATTEST:

RICHARD A. BEULKE
Assistant Secretary

STATE OF NEW YORK )
COUNTY OF NEW YORK ) ss.

On this 28th day of August, 1962, before me personally appeared V.J. Gardner to me personally known, who, being by me duly sworn, says that he is a Trust Officer of First National City Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John L. Grimmelbein
Notary Public, State of New York
No. 30-6675350 - Qualified in Nassau County
Cert. filed in N. Y. County - Term Exp. 3/30/64

(SEAL)

STATE OF MINNESOTA )
) ss.
COUNTY OF RAMSEY )

On this 24th day of August, 1962, before me personally appeared E. B. Stanton, to me personally known, who, being by me duly sworn, says that he is Vice President of Northern Pacific Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

R. J. WOULFE
Notary Public, Ramsey County, Minn.
My commission expires Apr. 30, 1963.

(SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 11th day of September A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 136 - 137.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (Form 82-B)



R E L E A S E
OF CERTAIN LAND IN THE COUNTY OF RACINE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

WIESE AUTO SALES, INC.
DATED, AUGUST 27TH, 1962

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM unto WIESE AUTO SALES, INC., a Wisconsin corporation, of Racine, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Racine and State of Wisconsin, and described as follows, to wit:

That part of Block Fifty-four (54) in Section Sixteen (16) Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at the point of intersection of the South line of Eighth Street with the East line of Racine Street; thence South along the East line of Racine Street One Hundred Twenty-three and Eighty One-hundredths (123.80) feet to the point of beginning of the land herein to be described; thence Northeasterly along a curved line concave to the Northwest, having a radius of Two Hundred One and Eighty One-hundredths (201.80) feet, the long chord of which curve is Forty-nine and Eighty-three One-hundredths (49.83) feet and forms an angle of Eighty-two Degrees Twenty-four Minutes ($82^{\circ}24'$) with said East line of Racine Street, a distance of Fifty (50) feet; thence Northeasterly along a curved line, concave to the Northwest, having a radius of One Thousand One Hundred Forty-six and Twenty-eight One-hundredths (1,146.28) feet, the long chord of which is Two Hundred One and Eight-tenths (201.8) feet and forms an angle of Eleven Degrees Nine Minutes ($11^{\circ}09'$) with an extension of the long chord of the last described course a distance of Two Hundred Two and No-tenths (202.0) feet to the West line of Marquette Street; thence South along said West line of Marquette Street to a point distant Nine (9) feet Northerly, measured radially from the centerline of the Chicago and North Western Railway Company's I.C.C. Spur Track Number 114, as said Spur Track Number 114 is now located and established; thence Southwesterly, parallel with said centerline of I.C.C. Spur Track Number 114 to said East line of Racine Street; thence North along said East line of Racine Street to the point of beginning.

ALSO: That part of the aforesaid Block Fifty-four (54), bounded and described as follows, to-wit: Beginning at a point on the East line of Racine Street, a distant Two Hundred Forty feet and Four inches (240'4") North of the Southwest corner of said Block Fifty-four (54), as measured along said East line of Racine Street; thence East parallel with the South line of said block Fifty-four (54) to the West line of Marquette Street; thence North along said West line of Marquette Street to a point distant Nine (9) feet Southeasterly, measured radially from the centerline of the Chicago and North Western Railway Company's I.C.C. Spur Track Number 114, as said I.C.C. Spur Track is now located and established; thence Southwesterly parallel with said centerline of I.C.C. Spur Track Number 114 to said East line of Racine Street; thence South along said East line of Racine Street to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 27th day of August A.D., Nineteen Hundred and Sixty-two.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. S. SWAIM
Vice President

ATTEST:

A. R. MENARD
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

Keith F. Prater

Robert G. Oswald

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, J. E. ROBERTS, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. S. SWAIM and A. R. MENARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of the FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. S. SWAIM resides at Evanston, Ill. and that A. R. MENARD resides at Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 27th day of August A.D., Nineteen Hundred and Sixty-two.

(SEAL)

J. E. ROBERTS
NOTARY PUBLIC
In and for the County of Cook
in the State of Illinois.

My Commission as such
Notary Public Expires: May 31, 1965.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 2nd day of October A.D. 1962 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 138-139.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED
(Feeb 2, 62)



R E L E A S E
OF CERTAIN LAND IN THE COUNT OF RACINE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1st, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

WIESE AUTO SALES, INC.

DATED, SEPTEMPER 5TH, 1962

- - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WIESE AUTO SALES, INC., a Wisconsin corporation, of Racine, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Racine and State of Wisconsin, and described as follows, to wit:

That part of Block Fifty-four (54) in Section Sixteen (16), Township Three (3) North, Range Twenty-three (23) East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Commencing at the point of intersection of the South line of Eighth Street with the East line of Racine Street; thence South along the East line of Racine Street One Hundred Twenty-three and Eighty One-hundredths (123.80) feet to the point of beginning of the land herein to be described; thence Northeasterly along a curved line concave to the Northwest, having a radius of Two Hundred One and Eighty One-hundredths (201.80) feet, the long chord of which curve is Forty-nine and Eighty-three One-hundredths (49.83) feet and forms an angle of Eighty-two Degrees Twenty-four Minutes (82°24') with said East line of Racine Street, a distance of Fifty (50) feet; thence Northeasterly along a curved line, concave to the Northwest, having a radius of One Thousand One Hundred Forty-six and Twenty-eight One-hundredths (1,146.28) feet, the long chord of which is Two Hundred One and Eight-tenths (201.8) feet and forms an angle of Eleven Degrees Nine Minutes (11°09') with an extension of the long chord of the last described course a distance of Two Hundred Two and No-tenths (202.0) feet to the West line of Marquette Street; thence South along said West line of Marquette Street to a point distant Nine (9) feet Northerly, measured radially from the centerline of the Chicago and North Western Railway Company's I.C.C. Spur Track Number 114, as said Spur Track Number 114 is now located and established; thence Southwesterly, parallel with said centerline of I.C.C. Spur Track Number 114 to said East line of Racine Street; thence North along said East line of Racine Street to the point of beginning.

ALSO: That part of the aforesaid Block Fifty-four (54), bounded and described as follows, to-wit: Beginning at a point on the East line of Racine Street, distant Two Hundred Forty feet and Four inches (240'4") North of the Southwest corner of said Block Fifty-four (54), as measured along said East line of Racine Street; thence East parallel with the South line of said Block Fifty-four (54) to the West line of Marquette Street; thence North along said West line of Marquette Street to a point distant Nine (9) feet Southeasterly, measured radially from the centerline of the Chicago and North Western Railway Company's I.C.C. Spur Track Number 114, as said I.C.C. Spur Track is now located and established; thence Southwesterly parallel with said centerline of I.C.C. Spur Track Number 114 to said East line of Racine Street; thence South along said East line of Racine Street to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 5th day of September A.D., Nineteen Hundred and Sixty-two.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By F. H. ROMMEL
Vice President

ATTEST:

J. M. DOYLE
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

O. G. ESTES

J. J. JENNINGS

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that F. H. ROMMEL and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that F. H. ROMMEL resides 8760 - 113th Street, Richmond Hill, N. Y. and that J. M. Doyle resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 5th day of September A.D., Nineteen Hundred and Sixty-two.

JOHN L. BERVAR
Notary Public
In and for the County of New York in the State of New York. No. 41-5303890 Qualified in Queens County. Cert. filed with New York County. Term exp. 3-30-64.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 2nd day of October A.D. 1962 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 140-141.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee $2.25)

RELEASE
OF CERTAIN LAND IN THE VILLAGE OF MOUNT HOREB, COUNTY OF DANE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

MOUNT HOREB TELEPHONE COMPANY

DATED, AUGUST 21ST, 1962

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto MOUNT HOREB TELEPHONE COMPANY, of Mount Horeb, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Mount Horeb, County of Dane, and State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Twelve (12), Township Six (6) North, Range Six (6) East, of the Fourth Principal Meridian, described as follows, to wit: Commencing at the intersection of the Southerly line of Front Street and the Southerly extension of the Easterly line of Third Street, as said streets are now located and established; thence Westerly along said Southerly line of Front Street, a distance of One Hundred (100) feet to the point of beginning of the land herein to be conveyed; thence continue Westerly along said Southerly line of Front Street, a distance of One Hundred Forty-Five (145) feet, more or less, to a point distant Two Hundred (200) feet Easterly along said Southerly line of Front Street from the Easterly line of Second Street, as said Second Street is now located and established; thence Southerly parallel with said Easterly line of Second Street, a distance of One Hundred Twenty-Five (125) feet, more or less, to a point distant Fifty (50) feet Northerly, measured at right angles from the centerline of the Chicago and North Western Railway Company's main track as said main track is now located and established; thence Easterly parallel with said centerline of main track to the intersection of a line drawn parallel with said Southerly extension of the Easterly line of Third Street and drawn through the point of beginning; thence Northerly along said line drawn parallel with the Southerly extension of the Easterly line of Third Street to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

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IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 21st day of August, 1962 A.D., Nineteen Hundred and Sixty-Two.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

(SEAL)

By W. K. STEVENS
Vice President

ATTEST:

A. R. MENARD
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

O. J. TENDALL

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, J. E. MATZKE a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and A. R. MENARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides at Hinsdale, Illinois and that A. R. MENARD resides in Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 21st day of August, 1962 A.D., Nineteen Hundred and Sixty-two.

J. E. MATZKE
Notary Public
In and for the County of Cook in
the State of Illinois.
My Commission as such Notary Public
expires: May 31, 1965.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 17th day of October A.D. 1962 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 142-143.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee #2.25)

R E L E A S E
OF CERTAIN LAND IN THE VILLAGE OF MOUNT HOREB, COUNTY OF DANE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

MOUNT HOREB TELEPHONE COMPANY

DATED, SEPTEMBER 13TH, 1962

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM unto MOUNT HOREB TELEPHONE COMPANY, of Mount Horeb, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Mount Horeb, County of Dane, and State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter of the Southwest Quarter (NW ¼ SW¼) of Section Twelve (12), Township Six (6) North, Range Six (6) East, of the Fourth Principal Meridian, described as follows, to wit: Commencing at the intersection of the Southerly line of Front Street and the Southerly extension of the Easterly line of Third Street, as said streets are now located and established; thence Westerly along said Southerly line of Front Street, a distance of One Hundred (100) feet to the point of beginning of the land herein to be conveyed; thence continue Westerly along said Southerly line of Front Street, a distance of One Hundred Forty-Five (145) feet, more or less, to a point distant Two Hundred (200) feet Easterly along said Southerly line of Front Street from the Easterly line of Second Street, as said Second Street is now located and established; thence Southerly parallel with said Easterly line of Second Street, a distance of One Hundred Twenty-Five (125) feet, more or less, to a point distant Fifty (50) feet Northerly, measured at right angles from the centerline of the Chicago and North Western Railway Company's main track as said main track is now located and established; thence Easterly parallel with said centerline of main track to the intersection of a line drawn parallel with said Southerly extension of the Easterly line of Third Street and drawn through the point of beginning; thence Northerly along said line drawn parallel with the Southerly extension of the Easterly line of Third Street to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 13th day of September, A.D., Nineteen Hundred and Sixty-two .

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

O. G. ESTES

J. J. JENNINGS

This is Page 2 of a release dated September 13, 1962 releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, as supplemented and amended, certain property located in the Village of Mount Horeb, County of Dane, and State of Wisconsin.

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, Jr. and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COM PANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, Jr. resides at 261 West 11th Street, New York, N. Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 13th day of September A.D., Nineteen Hundred and Sixty-two.

(NOTARIAL SEAL)

HARRISON J. LAEMMERHIRT
Notary Public
In and for the County of New York in
the State of New York. No. 43-2229675
Qualified in Richmond County
Certificate filed with New York County
Term expires March 30, 1963.

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 17th day of October A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 144-145.

ROBERT C. ZIMMERMAN
Secretary of State

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(Vol. #2.8)

R E L E A S E
OF CERTAIN LAND IN THE VILLAGE OF GILLETT, COUNTY OF OCONTO
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

ANSORGE DISTRIBUTING CORP.

DATED, AUGUST 17th, 1962

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto ANSORGE DISTRIBUTING CORP., a Wisconsin Corporation, of Milwaukee, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Gillett, County of Oconto, and State of Wisconsin, and described as follows, to wit:

PARCEL NO. 1:

Those parts of the Southwest Quarter of the Northwest Quarter (SW ¼ NW¼) of Section Twenty-two (22), Township Twenty-Eight (28) North, Range Eighteen (18) East, described as follows, to wit: Beginning at the intersection of the East line of State Highway Number 32 with a line drawn parallel with and distant Seventy (70) feet Southerly, measured at right angles, from the centerline of the most Southerly main track of the Chicago and North Western Railway Company, being also the Northerly line of Railroad Street, as said Railroad Street is now located and established; thence Northerly along Easterly line of State Highway Number 32 to a point distant Twenty (20) feet Southerly measured at right angles from said centerline of the most Southerly main track; thence Northeasterly parallel with said centerline of the most Southerly main track, a distance of Five Hundred Fifty (550) feet; thence Southeasterly at right angles to said centerline of the most Southerly main track, a distance of Fifty (50) feet, more or less, to said Northerly line of Railroad Street; thence Southwesterly along said Northerly line of Railroad Street to the point of beginning.

PARCEL No. 2:

Beginning at a point on said Northerly line of Railroad Street distant Forty-Nine and Five-Tenths (49.5) feet Northeasterly, as measured along said Northerly line of Railroad Street from the Northerly extension of the Easterly line of Lake (formerly Depot) Street; thence Northeasterly along said Northerly line of Railroad Street, a distance of Three Hundred Three (303) feet; thence Northwesterly at right angles to the last described course, a distance of Fifty (50) feet, more or less, to a point distant Twenty (20) feet Southerly, measured at right angles, from said centerline of the most Southerly main track; thence Southwesterly parallel with said centerline of the most Southerly main track, a distance of Three Hundred (303) feet; thence Southeasterly at right angles to the last described course, a distance of Fifty (50) feet, more or less, to the point of beginning.



Excepting and reserving, however, unto the party of the first part, its successors and assigns the ownership of all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this Seventeenth day of August, 1962 A.D., Nineteen Hundred and Sixty-Two.

THE FIRST NATIONAL BANK OF CHIAGO,
as Trustee as aforesaid,

(SEAL)

By K. G. MORTON
Vice President

ATTEST:

A. R. MENARD
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

O. J. TENDALL

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, J. E. MATZKE a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that K. G. MORTON and A. R. MENARD to me personally known and known to me to be, respectively a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that K. G. MORTON resides in Riverside, Illinois and that A. R. MENARD resides in Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this Seventeenth day of August, 1962 A. D., Nineteen Hundred and Sixty-Two.

(NOTARIAL SEAL)

J. E. MATZKE
NOTARY PUBLIC
In and for the County of Cook in the
State of Illinois.
My Commission as such Notary Public
Expires: May 31, 1965.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 19th day of September A. D., 1962 at 10 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 146 - 147.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee $2.75)

R E L E A S E
OF CERTAIN LAND IN THE VILLAGE OF GILLETT, COUNTY OF OCONTO
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

ANSORGE DISTRIBUTING CORP.

DATED, AUGUST 24TH, 1962

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto ANSORGE DISTRIBUTING CORP., a Wisconsin Corporation, of Milwaukee, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Gillett, County of Oconto, and State of Wisconsin, and described as follows, to wit:

PARCEL NO. 1:

Those parts of the Southwest Quarter of the Northwest Quarter (SW ¼ NW¼) of Section Twenty-Two (22), Township Twenty-Eight (28) North, Range Eighteen (18) East, described as follows, to wit: Beginning at the intersection of the East line of State Highway Number 32 with a line drawn parallel with and distant Seventy (70) feet Southerly, measured at right angles, from the centerline of the most Southerly main track of the Chicago and North Western Railway Company, being also the Northerly line of Railroad Street, as said Railroad Street is now located and established; thence Northerly along said Easterly line of State Highway Number 32 to a point distant Twenty (20) feet Southerly, measured at right angles from said centerline of the most Southerly main track; thence Northeasterly parallel with said centerline of the most Southerly main track, a distance of Five Hundred Fifty (550) feet; thence Southeasterly at right angles to said centerline of the most Southerly main track, a distance of Fifty (50) feet, more or less, to said Northerly line of Railroad Street; thence Southwesterly along said Northerly line of Railroad Street to the point of beginning.

PARCEL NO. 2:

Beginning at a point on said Northerly line of Railroad Street distant Forty-Nine and Five-Tenths (49.5) feet Northeasterly, as measured along said Northerly line of Railroad Street from the Northerly extension of the Easterly line of Lake (formerly Depot) Street; thence Northeasterly along said Northerly line of Railroad Street, a distance of Three Hundred Three (303) feet; thence Northwesterly at right angles to the last described course, a distance of Fifty (50) feet, more or less, to a point distant Twenty (20) feet Southerly, measured at right angles, from said centerline of the most Southerly main track; thence Southwesterly parallel with said centerline of the most Southerly main track, a distance of Three Hundred Three (303) feet; thence Southeasterly at right angles to the last described course, a distance of Fifty (50) feet, more or less, to the point of beginning.

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Excepting and reserving, however, unto the party of the first part, its successors and assigns, the ownership of all the coal, oil, gas casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 24th day of August A.D., Nineteen Hundred and Sixty-Two.

CHEMICAL BANK NEW YORK TRUST COMPANY
As Trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

J. M. DOYLE

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

J. J. JENNINGS

W. D. CROW

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR. and J. M. DOYLE, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, Jr. resides at 261 West 11th Street, New York, N. Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 24th day of August A.D., Nineteen Hundred and Sixty-Two.

JOHN L. BERVAR
NOTARY PUBLIC
In and for the County of New York in the State of New York.
No. 41-5303890
Qualified in Queens County, Cert. filed with New York County, Term Exp. March 30, 1964.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 19th day of September A.D. 1962 at 10 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 148-149.

ROBERT C. ZIMMERMAN
Secretary of State

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132

(Fee $2.75)

R E L E A S E
OF CERTAIN LAND IN THE VILLAGE OF GILLETT, COUNTY OF OCONTO
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

ANSORGE DISTRIBUTING CORP.

DATED, AUGUST 24TH, 1962

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto ANSORGE DISTRIBUTING CORP., a Wisconsin Corporation, of Milwaukee, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Gillett, County of Oconto, and State of Wisconsin, and described as follows, to wit:

PARCEL NO. 1:

Those parts of the Southwest Quarter of the Northwest Quarter (SW ¼ NW¼) of Section Twenty-Two (22), Township Twenty-Eight (28) North, Range Eighteen (18) East, described as follows, to wit: Beginning at the intersection of the East line of State Highway Number 32 with a line drawn parallel with and distant Seventy (70) feet Southerly, measured at right angles, from the centerline of the most Southerly main track of the Chicago and North Western Railway Company, being also the Northerly line of Railroad Street, as said Railroad Street is now located and established; thence Northerly along said Easterly line of State Highway Number 32 to a point distant Twenty (20) feet Southerly, measured at right angles from said centerline of the most Southerly main track; thence Northeasterly parallel with said centerline of the most Southerly main track, a distance of Five Hundred Fifty (550) feet; thence Southeasterly at right angles to said centerline of the most Southerly main track, a distance of Fifty (50) feet, more or less, to said Northerly line of Railroad Street; thence Southwesterly along said Northerly line of Railroad Street to the point of beginning.

PARCEL NO. 2:

Beginning at a point on said Northerly line of Railroad Street distant Forty-Nine and Five-Tenths (49.5) feet Northeasterly, as measured along said Northerly line of Railroad Street from the Northerly extension of the Easterly line of Lake (formerly Depot) Street; thence Northeasterly along said Northerly line of Railroad Street, a distance of Three Hundred Three (303) feet; thence Northwesterly at right angles to the last described course, a distance of Fifty (50) feet, more or less, to a point distant Twenty (20) feet Southerly, measured at right angles, from said centerline of the most Southerly main track; thence Southwesterly parallel with said centerline of the most Southerly main track, a distance of Three Hundred Three (303) feet; thence Southeasterly at right angles to the last described course, a distance of Fifty (50) feet, more or less, to the point of beginning.

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Excepting and reserving, however, unto the party of the first part, its successors and assigns, the ownership of all the coal, oil, gas casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 24th day of August A.D., Nineteen Hundred and Sixty-Two.

CHEMICAL BANK NEW YORK TRUST COMPANY
As Trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

J. M. DOYLE

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

J. J. JENNINGS

W. D. CROW

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR. and J. M. DOYLE, to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, Jr. resides at 261 West 11th Street, New York, N. Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 24th day of August A.D., Nineteen Hundred and Sixty-Two.

JOHN L. BERVAR
NOTARY PUBLIC
In and for the County of New York in the State of New York.
No. 41-5303890
Qualified in Queens County, Cert. filed with New York County, Term Exp. March 30, 1964.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 19th day of September A.D. 1962 at 10 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 148-149.

ROBERT C. ZIMMERMAN
Secretary of State

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(Exempt)

# RELEASE
OF CERTAIN LAND IN THE CITIES OF NEENAH AND MENASHA, COUNTY OF WINNEBAGO
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

HELEN R. SHIPMAN

DATED, SEPTEMBER 24th, 1962

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 37 of Railroad Mortgages, Pages 165-202, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto Helen R. Shipman all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Cities of Neenah and Menasha, County of Winnebago, and State of Wisconsin, and described as follows, to wit:

That part of the West half (W ½) of Section Twenty-two (22), Township Twenty (20) North, Range Seventeen(17) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Beginning at the intersection of the Northerly line of Commercial Street in the City of Neenah, and a line drawn parallel with and distant One Hundred Two (102) feet Easterly, measured at right angles, from the center line of the original main track of the Chicago and North Western Railway Company, as said center line was originally located and established; thence Northwesterly, parallel with said center line of the original main track a distance of Five Hundred Ten (510) feet; thence Southwesterly, at right angles to the last described course, a distance of Twelve (12) feet; thence Southeasterly parallel with said center line of the original main track to said Northerly line of Commercial Street; thence Northeasterly along said Northerly line of Commercial Street to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 24th day of September, 1962 A.D., Nineteen Hundred and Sixty-two.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

By W. K. STEVENS
Vice President

ATTEST:

A. R. MENARD
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

N. NEHER

135

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, J. E. MATZKE a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and A. R. MENARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides in Hinsdale, Illinois and that A. R. MENARD resides in Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th day of September, 1962, A.D., Nineteen Hundred and Sixty-two.

J. E. MATZKE
Notary Public
In and for the County of Cook in the
State of Illinois.
My Commission as such Notary Public
Expires: May 31, 1965

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 5th day of November A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 150-151.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED
(Feb 11, 25)



R E L E A S E
OF CERTAIN LAND IN THE CITIES OF NEENAH AND MENASHA, COUNTY OF WINNEBAGO
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

HELEN R. SHIPMAN

DATED, OCTOBER 5th, 1962

- - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 38 of Railroad Mortgages, pages 76-115, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto Helen R. Shipman, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Cities of Neenah and Menasha, County of Winnebago, and State of Wisconsin, and described as follows, to wit:

That part of the West half (W ½) of Section Twenty-two (22), Township Twenty (20) North, Range Seventeen (17) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Beginning at the intersection of the Northerly line of Commercial Street in the City of Neenah, and a line drawn parallel with and distant One Hundred Two (102) feet Easterly, measured at right angles, from the center line of the original main track of the Chicago and North Western Railway Company, as said center line was originally located and established; thence Northwesterly, parallel with said center line of the original main track a distance of Five Hundred Ten (510) feet; thence Southwesterly, at right angles to the last described course, a distance of Twelve (12) feet; thence Southeasterly parallel with said center line of the original main track to said Northerly line of Commercial Street; thence Northeasterly along said Northerly line of Commercial Street to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 5th day of October A.D., Nineteen Hundred and Sixty-two.

(SEAL)

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By WILLIAM D. CARR
Vice President

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

R. W. Wagner

J. Bervar



STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that WILLIAM D. CARR and J. M. DOYLE to me personally known and known to me to be, respectively, A vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that WILLIAM D. CARR resides at 110 East End Avenue, New York 28, New York and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 5th day of October A.D., Nineteen Hundred and Sixty-two.

HARRISON J. LAEMMERHIRT
NOTARY PUBLIC
In and for the County of New York in the State of New York.
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1963

(SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 5th day of November A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 152-153.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (Fee $2.75)

SATISFACTION
OF
FIRST MORTGAGE OF OCTOBER 1, 1946

BY

FIRST NATIONAL CITY BANK, CORPORATE TRUSTEE
AND
CHARLES C. HUBBEL, JR., INDIVIDUAL TRUSTEE

TO

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

DATED, NOVEMBER 1st, 1962

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, WHEREAS, heretofore and under date of October 1, 1946, Duluth, Missabe and Iron Range Railway Company, a corporation organized and existing under the laws of the State of Minnesota, hereinafter called the "Company", executed and delivered to The First National Bank of the City of New York, a corporation organized and existing under the laws of the United States of America, and Charles C. Hubbell, Jr., Trustees, the certain Mortgage, hereinafter called the "Mortgage", to secure an issue of bonds of the Company, known as its First Mortgage Serial Bonds, of which $19,200,000 were originally issued and matured October 1, 1947-October 1, 1962; and

WHEREAS, said Mortgage was filed and recorded as follows:

In the office of the Register of Deeds of St. Louis County, Minnesota, on November 18, 1946, at 4:00 P.M., in Book 751 of Mortgages, page 625, as Instrument No. 708134;

In the office of the Secretary of State of Minnesota on November 4, 1946, at 2:00 P.M., in Book 31 of General Railroad Records and Liens, page 15;

In the office of the Register of Deeds of Itasca County, Minnesota, on November 7, 1946, at 1:10 P.M., in Book 69 of Mortgages, page 8, as Instrument No. 161965;

In the office of the Register of Deeds of Carlton County, Minnesota, on November 7, 1946, at 3:30 P.M., in Book 78 of Mortgages, page 316;

In the office of the Register of Deeds of Lake County, Minnesota, on November 6, 1946, at 4:00 P.M., in Book 10 of Mortgages, page 453, as Instrument No. 58644;

In the office of the Secretary of State of Wisconsin on November 2, 1946, at 10:00 A.M., in Book 39 of Railroad Mortgages, pages 251 et seq.; and

WHEREAS, said The First National Bank of the City of New York merged into The National City Bank of New York under the title "The First National City Bank of New York" effective March 30, 1955; and said The First National City Bank of New York changed its name to "First National City Bank" effective January 19, 1962, and is now the Corporate Trustee under said Mortgage;

NOW, THEREFORE, said First National City Bank and Charles C. Hubbell, Jr., as Trustees under said Mortgage, do hereby certify that the whole amount of the principal and premium, if any, and interest due and payable upon all of said First Mortgage Serial Bonds, of which $19,200,000 were originally issued and matured October 1, 1947-October 1, 1962, and the coupons for interest thereon, have been paid or payment therefor has been provided by depositing with or for the account of the Trustees in trust for the payment of said First Mortgage Serial Bonds, of which $19,200,000 were originally issued and matured October 1, 1947-October 1, 1962, and coupons the amount due and payable for principal and premium, if any, and interest, all as provided for in said Mortgage, and do hereby acknowledge full and complete



satisfaction of said Mortgage; and the Secretary of State of the State of Minnesota, the Secretary of State of the State of Wisconsin, and the Register of Deeds for each of the Counties of St. Louis, Itasca, Carlton, and Lake, all in Minnesota, each is hereby authorized and directed to discharge said Mortgage upon the records thereof in his office, according to the statutes in such case made and provided.

This instrument is executed in ten (10) counter parts, each of which shall be and shall be taken to be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, said First National City Bank has caused these presents to be executed in its corporate name by its President or one of its Vice Presidents and the same to be attested by the signature of its Cashier or an Assistant Cashier, and its corporate seal to be hereunto affixed, and Charles C. Hubbell, Jr., has hereunto set his hand and seal, all as of the 1st day of November, 1962.

Signed, Sealed and Delivered
in Presence of:

L. B. MILLER

D. N. WILLIAMS
As to First National City Bank

(SEAL)

BLAIR A. POWELL (SEAL)

WILLIAM J. MC LAUGHLIN
As to Charles C. Hubbell, Jr.

FIRST NATIONAL CITY BANK,
Corporate Trustee

by E. F. MITCHELL
Vice President

Attest: D. F. NEIL
Assistant Cashier

CHARLES C. HUBBELL, JR.
Individual Trustee

STATE OF NEW YORK )
) ss.
County of New York)

On this 1st day of November, 1962, before me, a Notary Public of the State of New York, in and for the County of New York, personally came and appeared E. F. Mitchell, Vice President, and D. F. Neil, Assistant Cashier, of First National City Bank, to me personally known and known to me to be such Vice President and Assistant Cashier, respectively, of said corporation, and known to me to be the persons who executed the foregoing Satisfaction of Mortgage on behalf of FIRST NATIONAL CITY BANK, who being by me duly and severally sworn, did severally say that the said E. F. Mitchell is a Vice President, and the said D. F. Neil is an Assistant Cashier of First National City Bank, that the seal affixed to the foregoing Satisfaction of Mortgage is the corporate seal of said corporation, that said Satisfaction of Mortgage was executed in behalf of said corporation by authority of its Board of Directors, and they severally acknowledged said instrument to be the free act and deed of said corporation as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written.

JOHN L. GRIMMELBEIN
Notary Public, State of New York
No. 30 - 6675350
Qualified in Nassau County
Cert. Filed in N. Y. County
Term Expires March 30, 1964

(SEAL)

STATE OF NEW YORK )
) ss.
County of New York)

On this 1st day of November, 1962, before me, a Notary Public of the State of New York, in and for the County of New York, personally came and appeared the above named CHARLES C. HUBBELL, JR., to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this instrument first written.

JOHN L. GRIMMELBEIN
Notary Public, State of New York
No. 30-6675350
Qualified in Nassau County
Cert. Filed in N. Y. County
Term Expires March 30, 1964

(SEAL)

STATE OF WISCONSIN )
) ss.
Department of State)

Received this 8th day of November A.D. 1962 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 154-55.

ROBERT C. ZIMMERMAN
Secretary of State

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(Not-)

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE COUNTY OF JUNEAU

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE HIGHWAY COMMISSION OF WISCONSIN

DATED, OCTOBER 30TH, 1962

- - - - - - - - - - - - -

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, for and in consideration of the sum of $150.00, the receipt of which is hereby acknowledged, hereby GRANTS unto the STATE HIGHWAY COMMISSION OF WISCONSIN, Grantee, an EASEMENT for all the usual purposes for public highway upon the real estate in the County of Juneau and State of Wisconsin, described as a parcel of land in the Southwest Quarter of the Northwest Quarter of Section 9, and the Southeast Quarter of the Northeast Quarter of Section 8, Township 16 North, Range 3 East, lying easterly of the Grantor's westerly right of way line and within the following described traverse:

Commencing at a point 2008.3 feet south of the north section corner common to said Sections 8 and 9; extending thence south 54 degrees 38 minutes east to the westerly right of way of the aforementioned railroad and the point of beginning; extending thence north 24 degrees 19 minutes east along the westerly right of way line of said railroad a distance of 300 feet; extending thence southeasterly and at right angles to said railroad's westerly right of way line a distance of 25 feet; extending thence south 24 degrees 19 minutes west a distance of 500 feet; extending thence northwesterly and at right angles a distance of 25 feet to a point 200 feet southwesterly of and as measured along said railroad's westerly right of way line from the said point of beginning; extending thence northeasterly a distance of 200 feet to the point of beginning.

RESERVING, however, unto said Grantor the right not only to continue the use and operation of the existing railroad facilities, but the right for itself, its successors and assigns, to construct, maintain and operate such additional railroad facilities and improvements as it may desire, in addition to those now existing; PROVIDED, however, that the same shall not interfere with the use and enjoyment of the easement hereby granted.

This grant is subject to the superior title of the Grantor to said property and to all other outstanding and superior rights, if any, and the Grantee shall not by reason of the easement hereby granted, acquire or assert title to said property adverse to the title of the Grantor, and upon the abandonment of the use of said property for the purpose herein authorized, the title thereto shall remain in the Grantor, its successors and assigns, free and clear of all rights or claims of the Grantee.

IN TESTIMONY WHEREOF, the said Grantor has caused these presents to be executed in its corporate name by its President and its Secretary and its corporate seal to be hereunto affixed this 30th day of October, 1962.

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

In Presence of:

K. W. Cunningham (SEAL)

A. E. Nelson

By WILLIAM J. QUINN
PRESIDENT

ATTEST:

J. J. ROCHE
Secretary

STATE OF ILLINOIS )
) SS
COUNTY OF C O O K )

On this 30th day of October, 1962, before me, a Notary Public within and for said County, personally appeared WILLIAM J. QUINN and J. J. ROCHE, to me personally known, who, being each by me duly sworn did say that they are respectively the President and the Secretary of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said WILLIAM J. QUINN and J. J. ROCHE acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

ALICE E. NELSON
Notary Public

My Commission Expires February 3, 1964

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 19th day of November A.D. 1962 at 2:00 o'clock P.M. and recorded in Volume 47 of Railroad Mortgages on pages 156-157.

ROBERT C. ZIMMERMAN
Secretary of State

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142

(Not Fee)

CONVEYANCE OF ACCESS RIGHTS
COVERING CERTAIN LAND IN THE CITY OF JANESVILLE, ROCK COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE HIGHWAY COMMISSION OF WISCONSIN

DATED, APRIL 18th, 1956

- - - - - - - - - - - -

THIS INDENTURE, Made by Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin grantor, hereby bargains, sells, conveys, and relinquishes to State Highway Commission of Wisconsin, grantee, for the sum of One and no/100 ($1.00) Dollars, all existing, future or potential common law or statutory easements or rights of access except the right of ingress and egress by means of one private driveway not to exceed 35 feet in width,* between any traveled way of a state trunk highway now designated as United States Highway 51, and the following tract of land in Rock County, Wisconsin, State of Wisconsin, where said tract abuts the said state trunk highway:

Lot 1, Block 40, of the Original Plat of Janesville.

* and existing railroad track

It is further understood and agreed that in the event the State Highway Commission constructs a frontage road the grantors may open from their abutting property a new point or points of access to the frontage road at such point or points as may afford reasonable and safe connections as determined and authorized by the Highway Commission.

It is expressly intended that these covenants, burdens, and restrictions shall run with the land and forever bind the grantors, their heirs and assigns.

IN WITNESS WHEREOF, the said grantor(s) has hereunto set its hand and seal this 18th day of April A.D. 1956.

SIGNED AND SEALED IN PRESENCE OF

K. W. Cunningham

A. E. Nelson

(SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (Seal)

By J. P. Kiley (Seal)
President

COUNTERSIGNED

J. T. Taussig (Seal)
Assistant Secretary

CORPORATE ACKNOWLEDGMENT

State of Illinois )
Cook County ) ss.

On this 18th day of April, A.D. 1956, before me, the undersigned, personally appeared J. P. Kiley and J. T. Taussig to me personally known, who being by me duly sworn, did say that they are respectively President and Assistant Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company a Wisconsin Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said J. P. Kiley and J. T. Taussig severally acknowledged said instrument to be the free act and deed of said Corporation.

Alice E. Nelson
Notary Public

My commission expires February 2, 1960.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 28th day of November A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 158.

ROBERT C. ZIMMERMAN
Secretary of State

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142

(Not Fee)

EASEMENT FOR STREET PURPOSES
COVERING CERTAIN LAND IN THE CITY OF JANESVILLE, ROCK COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

CITY OF JANESVILLE

DATED, APRIL 24th, 1956

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation of the State of Wisconsin, Grantor, in so far as it has the right so to do, hereby grants unto the City of Janesville, a municipal corporation of the State of Wisconsin, Grantee, an easement for street purposes upon and over that part of Lot Twenty-seven (27) of Water Power Subdivision in the City of Janesville, Rock County, Wisconsin, which is described as follows:

Beginning at the point of intersection of the northeasterly line of North River Street with the southeasterly line of Race Street, which point is the northwesterly corner of said Lot Twenty-seven (27), and running thence northeasterly along the southeasterly line of Race Street Two and Seventeen One-Hundredths (2.17) feet to the northeasterly corner of said Lot Twenty-seven (27); thence southeasterly along the northeasterly line of said Lot Twenty-seven (27) Twenty-Three and Seventy-Five One-Hundredths (23.75) feet; thence southerly in a direct line to the northeasterly line of said North River Street at a point which is Thirty and Fifty One-Hundredths (30.50) feet southeasterly from the northwesterly corner of said Lot Twenty-Seven (27); thence northwesterly along the northeasterly line of said North River Street Thirty and Fifty One-Hundredths (30.50) feet to the place of beginning, containing 195 square feet, more or less.

RESERVING, however, unto said Grantor, its successors and assigns, the right to maintain and operate the track now located upon said premises.

IN WITNESS WHEREOF, said Chicago, Milwaukee, St. Paul and Pacific Railroad Company has caused these presents to be signed by its President, countersigned by its Secretary and its corporate seal to be hereunto affixed this 24th day of April, A.D. 1956.

SIGNED and SEALED
In Presence of:

G. H. BORGMAN

G. E. POTTINGER

(SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By J. P. KILEY
PRESIDENT

Countersigned:

J. T. TAUSSIG
ASSISTANT SECRETARY

STATE OF ILLINOIS)
COUNTY OF C O O K) SS

Personally came before me this 24th day of April, A. D. 1956, J. P. KILEY, President and J. T. TAUSSIG, Asst. Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Margaret H. Nelson
Notary Public in and for the State of Illinois, County of Cook.
My Commission Expires Dec. 29, 1957.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 28th day of November A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 159.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee $2.25)

QUIT CLAIM DEED
COVERING CERTAIN LAND IN THE VILLAGE OF GILLETT, COUNTY OF OCONTO

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

ANSORGE DISTRIBUTING CORP.

DATED, MAY 25th, 1962

- - - - - - - - - - -

This indenture, Made this Twenty-fifth day of May A.D. 1962 between the Chicago and North Western Railway Company, a Wisconsin Corporation, party of the first part, and ANSORGE DISTRIBUTING CORP., a Wisconsin Corporation of Milwaukee, Wisconsin party of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Six Thousand Four Hundred Seventy-two and 50/100 (6,472.50) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land situated, lying and being in the Village of Gillett, County of Oconto and State of Wisconsin and known and described as follows, to-wit:

PARCEL NO. 1:

Those parts of the Southwest Quarter of the Northwest Quarter (SW ¼ NW¼) of Section Twenty-Two (22), Township Twenty-Eight (28) North, Range Eighteen (18) East, described as follows, to wit: Beginning at the intersection of the East line of State Highway Number 32 with a line drawn parallel with and distant Seventy (70) feet Southerly, measured at right angles, from the centerline of the most Southerly main track of the Chicago and North Western Railway Company, being also the Northerly line of Railroad Street, as said Railroad Street is now located and established; thence Northerly along said Easterly line of State Highway Number 32 to a point distant Twenty (20) feet Southerly measured at right angles from said centerline of the most Southerly main track; thence Northeasterly parallel with said centerline of the most Southerly main track, a distance of Five Hundred Fifty (550) feet; thence Southeasterly at right angles to said centerline of the most Southerly main track, a distance of Fifty (50) feet, more or less, to said Northerly line of Railroad Street; thence Southwesterly along said Northerly line of Railroad Street to the point of beginning.

PARCEL NO. 2:

Beginning at a point on said Northerly line of Railroad Street distant Forty-Nine and Five-Tenths (49.5) feet Northeasterly, as measured along said Northerly line of Railroad Street from the Northerly extension of the Easterly line of Lake (formerly Depot) Street; thence Northeasterly along said Northerly line of Railroad Street, a distance of Three Hundred Three (303) feet; thence Northwesterly at right angles to the last described course, a distance of Fifty (50) feet, more or less, to a point distant Twenty (20) feet Southerly, measured at right angles, from said centerline of the most Southerly main track; thence Southwesterly parallel with said centerline of the most Southerly main track a distance of Three Hundred Three (303) feet; thence Southeasterly at right angles to the last described course, a distance of Fifty (50) feet, more or less, to the point of beginning.

Excepting and reserving, however, unto the party of the first part, its successors, assigns, lessees and licensees, the right to maintain, operate, use, reconstruct and replace any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities on said premises.

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Excepting and reserving, also, unto the party of the first part, its successors and assigns forever, the ownership of all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described, together with the full right and license, at any and all times, to remove same without interference to the surface of the land or the buildings thereon.

By acceptance of this conveyance, the party of the second part, for itself, its successors and assigns, hereby agrees that the most Westerly Fifty (50) feet of Parcel No. 1, of the premises herein conveyed shall be left free from all buildings, structures, trees, shrubbery or other material which will obstruct the view over and across said Fifty (50) foot strip.

Further, by the acceptance of this conveyance, the party of the second part, for itself, its successors and assigns, agrees that it will in no way interfere with or otherwise obstruct the drainage, or drainage structures presently located on said premises and the party of the first part shall have the full right license and privilege of entering upon said premises for the purpose of maintaining and reconstructing said structures. TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever.

(SEAL)

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secoretary the day and year first hereinabove written.

Signed, Sealed and Delivered in Presence of:

Opal T. Morgan

Vincent J. Luisi

CHICAGO AND NORTH WESTERN RAILWAY COMPANY.

By C. J. FITZPATRICK
President

Attest: T. A. ROSS
Secretary

Approved: C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS)
COUNTY OF COOK ) SS.

I, Irene E. Paulson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, do hereby certify that C. J. FITZPATRICK and T. A. ROSS to me personally known and known to me to be, respectively, President and Secretary of Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; thatthe seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois this 25th day of May, A.D. 1962.

My commission as such Notary Public expires October 5, 1963.

(NOTARIAL SEAL)

IRENE E. PAULSON
Notary Public, in and for the County of Cook in the State of Illinois

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 14th day of December A.D. 1962 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 160-161.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (Fee $4.00)



SPECIAL WARRANTY DEED
COVERING CERTAIN LAND IN THE COUNTIES OF MILWAUKEE AND WAUKESHA

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

GREDE FOUNDRIES, INC.

DATED, OCTOBER 25th, 1962

- - - - - - - - - - - - -

CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, GRANTOR, in consideration of the sum of ONE and No/100 DOLLAR ($1.00) in hand paid does hereby convey unto GREDE FOUNDRIES, INC., a Wisconsin corporation, GRANTEE, the following described real estate, to wit:

PARCEL NO. 1

That part of the Northeast Quarter (NE ¼) of Section Five (5), Township Six (6) North, Range Twenty-two (22) East, including part of Blocks Seven (7) and Eight (8) in Bradley and Metcalf's Addition to Milwaukee and part of Block One Hundred Thirty-one (131) in Subdivision of the South Twenty (20) acres of the North Sixty (60) acres in said Northeast Quarter (NE ¼) of Section Five (5), bounded and described as follows, to wit: Beginning at a point Sixteen (16) feet South of the intersection of the Easterly line of South Barclay Street, extended North, and the North line of the Northeast Quarter (NE ¼) of said Section Five (5); thence Southerly along said Easterly line of South Barclay Street Nine Hundred Sixty-four and Fifty-three One-Hundredths (964.53) feet, more or less, to a point on the Easterly extension of the North line of West Lapham Street; thence Easterly along the said Easterly extension One Hundred Forty-three and Twenty-six One-hundredths (143.26) feet, more or less, to a point on a line drawn parallel with and Thirty (30) feet Westerly measured at right angles from the center line of the most Westerly main track of the Chicago and North Western Railway Company, as said main track is now located and established; thence Northerly parallel with said center line of the main track, Nine Hundred Sixty-four and Forty-one One hundredths (964.41) feet, more or less, to a point Sixteen (16) feet South of the North line of the Northeast Quarter (NE ¼) of said Section Five (5); thence West on a line parallel to the North line of the Northeast Quarter (NE ¼) of said Section Five (5), One Hundred Sixty-three and Two One-hundredths (163.02) feet, more or less, to the point of beginning, and situated in the City of Milwaukee, Milwaukee County, Wisconsin.

PARCEL NO. 2

All that part of the South Six and Seven Hundred Fifty-nine One-thousandths (6.759) acres of the North Eight and Fourteen One-hundredths (8.14) acres of Lot Five (5) situated in the Southeast Quarter (SE ¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East, bounded and described as follows, to wit: Beginning at a point Fifty (50) feet North of the intersection of the Easterly line of South Barclay Street extended North, and the South line of the Southeast Quarter (SE ¼) of Section Thirty-two (32); thence Northerly along said Easterly line of South Barclay Street Five Hundred Sixteen and Sixteen One-hundredths (516.16) feet, more or less, to the Southerly corner of that certain parcel of land conveyed by the Chicago and North Western Railway Company to Grossman Brothers Company by deed dated October 15, 1954 and recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, on December 9, 1954 in Volume 3374 of Deeds on Page 477 as Document No. 3352295; thence Northeasterly along a curved line One Hundred Ten and Twenty-nine One-hundredths (110.29) feet, more or less, which curved line has a radius of Three Hundred Eight and Zero Tenths (308.0) feet and a chord of One Hundred Nine and Seventy-two One-hundredths (109.72) feet, more or less, and is the Southeasterly line of said parcel of land conveyed by deed dated October 15, 1954, to a point on a line drawn Easterly at right angles to said Easterly line of South Barcley Street at a point Seventy (70) feet Northerly of said Southerly corner of that certain parcel of land conveyed by said deed dated October 15, 1954; thence Easterly along said line drawn at right angles to the Easterly line of South Barclay Street Ninety-one and Sixty One-hundredths (91.60) feet, more or less, to a point on a line drawn parallel with and Thirty (30) feet Westerly, measured at right angles from the center line of the most Westerly main track of the Chicago and North Western Railway Company, as said main track is now located and established; thence Southerly along a line parallel with said center line of said main track Five Hundred Eighty-six and Sixty One-hundredths (586.60) feet, more or less, to a point Fifty (50) feet North of the South line of the Southeast Quarter (SE ¼) of Section Thirty-two (32); thence West on a line parallel to the South line of the Southeast Quarter (SE ¼) of said Section Thirty-two (32), One Hundred Sixty-four and Ninety-two One-hundredths (164.92) feet, more or less, to the point of beginning, and situated in the City of Milwaukee, Milwaukee County, Wisconsin.



PARCEL NO. 3

That part of the South Half of the Southeast Quarter (S ½ SE ¼) of Section Twenty-five (25), Township Eight (8) North, Range Twenty (20) East, bounded and described as follows, to wit: Beginning at a point on the East line of said South Half of the Southeast Quarter (S ½ SE ¼) Ninety-three (93) feet Northeasterly, measured at right angles from the original center line of the Milwaukee, Sparta and North Western Railway Company (now the Chicago and North Western Railway Company) being also the center line between the two main tracks of said Chicago and North Western Railway Company as now located and established; thence North along said East line to a point One Hundred (100) feet Northeasterly measured at right angles from said center line between the two main tracks; thence Northwesterly parallel with said center line between the two main tracks to a point on the West line of the East Half of said South Half of the Southeast Quarter (E ½ S ½ SE ¼); thence North along said West line to the Northwest corner of said East Half of the South Half of the Southeast Quarter (E ½ S ½ SE ¼); thence West along the North line of said South Half of the Southeast Quarter (S ½ SE ¼) to a point on the West line of said Southeast Quarter (SE ¼); thence South along said West line to a point on a line drawn parallel with and Ninety-three (93) feet Northeasterly measured at right angles from said center line between the two main tracks; thence Southeasterly parallel with said center line between the two main tracks to the point of beginning, and situated in Waukesha County, Wisconsin.

Saving, excepting and reserving unto the GRANTOR, its successors and assigns, the right to maintain, repair, renew, use and operate the existing most Westerly track located on Parcel Number 1 and the existing four (4) most Northwesterly tracks located on Parcel Number 2 provided that the location of any or all of said tracks may be changed to a location mutually agreed upon, in writing, by GRANTOR and GRANTEE, upon the condition that if the GRANTOR, its successors and assigns shall permanently abandon the use of any of said tracks and remove same from said real estate, this exception and reservation in respect to any such track, shall cease and determine.

Further saving, excepting and reserving unto the GRANTOR, its successors and assigns, the right to occupy the Easterly Six (6) feet of Parcels Number 1 and 2 with an embankment subject, however, to the provision that if GRANTEE, its successors or assigns, ever desires to remove such embankment from said Easterly Six (6) foot strip, GRANTEE, its successors or assigns, shall have the right to do so provided GRANTEE, its sucesssors or assigns, at its sole cost and expense, constructs an adequate retaining wall on the Easterly boundary line of said Parcels Numbered 1 and 2, which retaining wall may be a part of a building wall, in accordance with plans and specifications approved by the Chief Engineer of GRANTOR.

Further saving, excepting and reserving unto the GRANTOR, its successors and assigns, the permanent and perpetual right to maintain, use, inspect, repair and replace existing pipe lines on said Parcel Number 3 for the purpose of transmitting petroleum products.

By the acceptance of this conveyance, GRANTEE, for itself, its sucessors and assigns, agrees that the surface of the land as described in Parcel Numbered 3 shall not be so altered or so changed as to adversely affect or endanger the earthen embankment supporting the railroad tracks and right of way of GRANTOR adjacent thereto.

This conveyance is made subject to the following:

(a) Taxes for the year 1962 and all subsequent years.

(b) The right of the City of Milwaukee, Wisconsin, to maintain operate, use, repair and renew a sewer under and across said Parcel Number 1 in the Easterly extension of Orchard Street (now vacated) and other utilities.

And the GRANTOR does hereby covenant with the said GRANTEE and successors in interest to WARRANT and DEFEND the said real estate hereinabove described against the lawful claims of all persons claiming by, through or under it, except as may be above stated.

Dated this Twenty-fifth day of October, A. D. 1962, at Chicago, Cook County, Illinois.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

(SEAL)

By C. J. FITZPATRICK
President

Attest:

T. A. ROSS
Secretary

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that C. J. FITZPATRICK, personally known to me to be the President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation, and T. A. ROSS, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this Twenty-fifth day of October, A.D. 1962.

A. S. FLECK
Notary Public, Cook County, Illinois
My commission expires: August 23, 1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN

DEPARTMENT OF WISCONSIN

Received this 4th day of January A.D. 1963 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 162-164.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED



R E L E A S E
OF CERTAIN LAND IN THE COUNTIES OF MILWAUKEE AND WAUKESHA
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

GREDE FOUNDRIES, INC.

DATED, NOVEMBER 19th, 1962

- - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 37 of Railroad Mortgates, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto GREDE FOUNDRIES, INC., a Wisconsin corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property described as follows, to wit:

PARCEL NO. 1

That part of the Northeast Quarter (NE ¼) of Section Five (5), Township Six (6) North, Range Twenty-two (22) East, including part of Blocks Seven (7) and Eight (8) in Bradley and Metcalf's Addition to Milwaukee and part of Block One Hundred Thirty-one (131) in Subdivision of the South Twenty (20) acres of the North Sixty (60) acres in said Northeast Quarter (NE ¼) of Section Five (5), bounded and described as follows, to wit: Beginning at a point Sixteen (16) feet South of the intersection of the Easterly line of South Barclay Street, extended North, and the North line of the Northeast Quarter (NE ¼) of said Section Five (5); thence Southerly along said Easterly line of South Barclay Street Nine Hundred Sixty-four and Fifty-three One-Hundredths (964.53) feet, more or less, to a point on the Easterly extension of the North line of West Lapham Street; thence Easterly along the said Easterly extension One Hundred Forty-three and Twenty-six One-Hundredths (143.26) feet, more or less, to a point on a line drawn parallel with and Thirty (30) feet Westerly measured at right angles from the center line of the most Westerly main track of the Chicago and North Western Railway Company, as said main track is now located and established; thence Northerly parallel with said center line of the main track, Nine Hundred Sixty-four and Forty-one One Hundredths (964.41) feet, more or less, to a point Sixteen (16) feet South of the North line of the Northeast Quarter (NE ¼) of said Section Five (5); thence West on a line parallel to the North line of the Northeast Quarter (NE ¼) of said Section Five (5), One Hundred Sixty-three and Two One-Hundredths (163.02) feet, more or less, to the point of beginning, and situated in the City of Milwaukee, Milwaukee County, Wisconsin.

PARCEL NO. 2

All that part of the South Six and Seven Hundred Fifty-nine One Thousandths (6.759) acres of the North Eight and Fourteen One-Hundredths (8.14) acres of Lot Five (5) situated in the Southeast Quarter (SE ¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East, bounded and described as follows, to wit: Beginning at a point Fifty (50) feet North of the intersection of the

Easterly line of South Barclay Street extended North, and the South line of the Southeast Quarter (SE ¼) of Section Thirty-two (32); thence Northerly along said Easterly line of South Barclay Street Five Hundred Sixteen and Sixteen One-Hundredths (516.16) feet, more or less, to the Southerly corner of that certain parcel of land conveyed by the Chicago and North Western Railway Company to Grossman Brothers Company by deed dated October 15, 1954 and recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, on December 9, 1954, in Volume 3374 of Deeds, on Page 477, as Document No. 3352295; thence Northeasterly along a curved line One Hundred Ten and Twenty-nine One-Hundredths (110.29 ) feet, more or less, which curved line has a radius of Three Hundred Eight and Zero Tenths (308.0) feet and a chord of One Hundred Nine and Seventy-two One-Hundredths (109.72) feet, more or less, and is the Southeasterly line of said parcel of land conveyed by deed dated October 15, 1954, to a point on a line drawn Easterly at right angles to said Easterly line of South Barclay Street at a point Seventy (70) feet Northerly of said Southerly corner of that certain parcel of land conveyed by said deed dated October 15, 1954; thence Easterly along said line drawn at right angles to the Easterly line of South Barclay Street Ninety-one and Sixty One-Hundredths (91.60) feet, more or less, to a point on a line drawn parallel with and Thirty (30) feet Westerly, measured at right angles from the center line of the most Westerly main track of the Chicago and North Western Railway Company, as said main track is now located and established; thence Southerly along a line parallel with said center line of said main track Five Hundred Eighty-six and Sixty One-Hundredths (586.60) feet, more or less, to a point Fifty (50) feet North of the South line of the Southeast Quarter (SE ¼) of Section Thirty-two (32); thence West on a line parallel to the South line of the Southeast Quarter (SE ¼) of said Section Thirty-two (32),One Hundred Sixty-four and Ninety-two One-Hundredths (164.92) feet, more or less, to the point of beginning, and situated in the City of Milwaukee, Milwaukee County, Wisconsin.

PARCEL NO. 3

That part of the South Half of the Southeast Quarter (S ½ SE ¼) of Section Twenty-five (25), Township Eight (8) North, Range Twenty (20) East, bounded and described as follows, to wit: Beginning at a point on the East line of said South Half of the Southeast Quarter (S ½ SE ¼), Ninety-three (93) feet Northeasterly, measured at right angles from the original center line of the Milwaukee, Sparta and North Western Railway Company (now the Chicago and North Western Railway Company) being also the center line between the two main tracks of said Chicago and North Western Railway Company as now located and established; thence North along said East line to a point One Hundred (100) feet Northeasterly measured at right angles from said center line between the two main tracks; thence Northwesterly parallel with said center line between the two main tracks to a point on the West line of the East Half of said South Half of the Southeast Quarter (E ½ S ½ SE ¼); thence North along said West line to the Northwest corner of said East Half of the South Half of the Southeast Quarter (E ½ S ½ SE¼); thence West along the North line of said South Half of the Southeast Quarter (S ½ SE ¼), to a point on the West line of said Southeast Quarter (SE ¼); thence South along said West line to a point on a line drawn parallel with and Ninety-three (93) feet Northeasterly measured at right angles from said center line between the two main tracks; thence Southeasterly parallel with said center line between the two main tracks to the point of beginning, and situated in Waukesha County, Wisconsin.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 19th day of November



A.D., Nineteen Hundred and Sixty-two.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By W. K. STEVENS
Vice President

ATTEST:

A. R. MENARD
Assistant Secretary

WITNESSES:

TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

K. F. FRATER

R. G. OSWALD

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, R. STOLTZ a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and A. R. MENARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides at Hinsdale, Illinois and that A. R. MENARD resides at Chicago, Illinois and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th day of November A. D., Nineteen Hundred and Sixty-two.

R. STOLTZ
Notary Public

(NOTARIAL SEAL)

R. STOLTZ
Notary Public
In and for the County of Cook in
the State of Illinois
My Commission as such Notary Public
Expires: March 10, 1964.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 4th day of January A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 165 - 167.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED
(Fee # 45)



RELEASE
OF CERTAIN LAND IN THE COUNTIES OF MILWAUKEE AND WAUKESHA
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

GREDE FOUNDRIES, INC.

DATED, NOVEMBER 21st, 1962

---

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank & Trust Company (now Chemical Bank of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company ), recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto GREDE FOUNDRIES, INC., a Wisconsin corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property described as follows, to wit:

PARCEL NO. 1

That part of the Northeast Quarter (NE ¼) of Section Five (5), Township Six (6) North, Range Twenty-two (22) East, including part of Blocks Seven (7) and Eight (8) in Bradley and Metcalf's Addition to Milwaukee and part of Block One Hundred Thirty-one (131) in Subdivision of the South Twenty (20) acres of the North Sixty (60) acres in said Northeast Quarter (NE ¼) of Section Five (5), bounded and described as follows to wit: Beginning at a point Sixteen (16) feet South of the intersection of the Easterly line of South Barclay Street, extended North, and the North line of the Northeast Quarter (NE ¼) of said Section Five (5); thence Southerly along said Easterly line of South Barclay Street Nine Hundred Sixty-four and Fifty-three One-Hundredths (964.53) feet, more or less, to a point on the Easterly extension of the North line of West Lapham Street; thence Easterly along the said Easterly extension One Hundred Forty-three and Twenty-six One-Hundredths (143.26) feet, more or less, to a point on a line drawn parallel with and Thirty (30) feet Westerly measured at right angles from the center line of the most Westerly main track of the Chicago and North Western Railway Company, as said main track is now located and established; thence Northerly parallel with said center line of the main track, Nine Hundred Sixty-four and Forty-one One Hundredths (964.41) feet, more or less, to a point Sixteen (16) feet South of the North line of the Northeast Quarter (NE ¼) of said Section Five (5); thence West on a line parallel to the North line of the Northeast Quarter (NE ¼) of said Section Five (5), One Hundred Sixty-three and Two One-Hundredths (163.02) feet, more or less, to the point of beginning, and situated in the City of Milwaukee, Milwaukee County, Wisconsin.

PARCEL NO. 2

All that part of the South Six and Seven Hundred Fifty-nine One-Thousandths (6.759) acres of the North Eight and Fourteen One-Hundredths (8.14) acres of Lot Five (5) situated in the Southeast Quarter (SE ¼) of Section Thirty-two (32), Township Seven (7) North, Range Twenty-two (22) East, bounded and described as follows, to wit: Beginning at a point Fifty (50) feet North of the



intersection of the Easterly line of South Barclay Street extended North, and the South line of the Southeast Quarter (SE ¼) of Section Thirty-two (32), ~~Township Seven (7) North, Range Twenty-two (22) East, bounded and described as follows, to wit: Beginning at a point Fifty (50) feet North of the intersection of the Easterly line of South Barclay Street extended North and the South line of the Southeast Quarter (SE ¼) of Section Thirty-two (32),~~ thence Northerly along said Easterly line of South Barclay Street Five Hundred Sixteen and Sixteen One-Hundredths (516.16) feet, more or less, to the Southerly corner of that certain parcel of land conveyed by the Chicago and North Western Railway Company to Grossman Brothers Company by deed dated October 15, 1954 and recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, on December 9, 1954, in Volume 3374 of Deeds, on Page 477, as Document No. 3352295; thence Northeasterly along a curved line One Hundred Ten and Twenty-nine One-Hundredths (110.29) feet, more or less, which curved line has a radius of Three Hundred Eight and Zero Tenths (308.0) feet and a chord of One Hundred Nine and Seventy-two One-Hundredths (109.72) feet, more or less, and is the Southeasterly line of said parcel of land conveyed by deed dated October 15, 1954, to a point on a line drawn Easterly at right angles to said Easterly line of South Barclay Street at a point Seventy (70) feet Northerly of said Southerly corner of that certain parcel of land conveyed by said deed dated October 15, 1954; thence Easterly along said line drawn at right angles to the Easterly line of South Barclay Street Ninety-one and Sixty One-Hundredths (91.60) feet more or less, to a point on a line drawn parallel with and Thirty (30) feet Westerly, measured at right angles from the center line of the most Westerly main track of the Chicago and North Western Railway Company, as said main track is now located and established; thence Southerly along a line parallel with said center line of said main track Five Hundred Eighty-six and Sixty One-Hundredths (586.60) feet, more or less, to a point Fifty (50) feet North of the South line of the Southeast Quarter (SE ¼) of Section Thirty-two (32); thence West on a line parallel to the South line of the Southeast Quarter (SE ¼) of said Section Thirty-two (32), One Hundred Sixty-four and Ninety-two One-Hundredths (164.92) feet, more or less, to the point of beginning, and situated in the City of Milwaukee, Milwaukee County, Wisconsin.

PARCEL NO. 3

That part of the South Half of the Southeast Quarter (S ½ SE ¼) of Section Twenty-five (25), Township Eight (8) North, Range Twenty (20) East, bounded and described as follows, to wit: Beginning at a point on the East line of said South Half of the Southeast Quarter (S ½ SE ¼), Ninety-three (93) feet Northeasterly, measured at right angles from the original center line of the Milwaukee, Sparta and North Western Railway Company (now the Chicago and North Western Railway Company) being also the center line between the two main tracks of said Chicago and North Western Railway Company as now located and established; thence North along said East line to a point One Hundred (100) feet Northeasterly measured at right angles from said center line between the two main tracks; thence Northwesterly parallel with said center line between the two main tracks to a point on the West line of the East Half of said South Half of the Southeast Quarter ($E\frac{1}{2}/S\frac{S\frac{1}{2}}{SE\frac{1}{4}}$); thence North along said West line to the Northwest corner of said East Half of the South Half of the Southeast Quarter ($E\frac{1}{2}S\frac{1}{2}$ SE ¼): thence West along the North line of said South Half of the Southeast Quarter (S ½ SE ¼), to a point on the West line of said Southeast Quarter (SE ¼); thence South along said West line to a point on a line drawn parallel with and Ninety-three (93) feet Northeasterly measured at right angles from said center line between the two main tracks; thence Southeasterly parallel with said center line between the two main tracks to the point of beginning, and situated in Waukesha County, Wisconsin.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 21st day of November A.D., Nineteen Hundred and Sixty-two.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

T. F. WOLFF
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

R. W. WAGNER

J. J. JENNINGS

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, Jr. and T. F. WOLFF to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, JR. resides at 261 West 11th Street, New York, N. Y. and that T. F. WOLFF resides at 8659 - 109th Street, Richmond Hill, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 21st day of November A. D., Nineteen Hundred and Sixty-two

HARRISON J. LAEMMERHIRT
NOTARY PUBLIC
IN and for the County of New York in the
State of New York - Qualified in Richmond County
My Commission as such Notary Public Expires
March 30, 1963 No. 43-2229675

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 4th day of January A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 168-170.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED



SPECIAL WARRANTY DEED
COVERING CERTAIN LAND IN THE COUNTY OF WAUKESHA

BY

WISCONSIN TOWN LOT COMPANY

TO

GREDE FOUNDRIES, INC.

DATED, OCTOBER 25th, 1962

- - - - - - - - - - - - -

WISCONSIN TOWN LOT COMPANY, a Wisconsin corporation, GRANTOR, in consideration of the sum of ONE and No/100 DOLLAR ($1.00) in hand paid does hereby convey unto GREDE FOUNDRIES, INC., a Wisconsin corporation, GRANTEE, the following described real estate situated in the County of Waukesha and State of Wisconsin, to wit:

That part of the East Half of the Southeast Quarter (E ½ SE ¼) of Section Twenty-five (25), Township Eight (8) North, Range Twenty (20) East, in Waukesha County, Wisconsin, bounded and described as follows, to wit: Beginning at a point on the East line of said East Half of the Southeast Quarter (E ½ SE ¼) distant One Hundred (100) feet Northeasterly measured at right angles from the original center line of the Milwaukee, Sparta and North Western Railway Company (now the Chicago and North Western Railway Company) being also the center line between the two main tracks of said Chicago and North Western Railway Company as now located and established; thence North along said East line of the Southeast Quarter (SE ¼) to a point Two Thousand Three Hundred Ten (2,310) feet North of the Southeast corner of said Southeast Quarter (SE ¼); thence West parallel with the North line of said Southeast Quarter (SE ¼) One Thousand Three Hundred Twenty (1,320) feet, more or less, to a point on the West line of said East Half of the Southeast Quarter (E ½ SE¼); thence South along said West line to a point on a line drawn parallel with and One Hundred (100) feet Northeasterly measured at right angles from said center line between the two main tracks; thence Southeasterly parallel with said center line between the two main tracks to the point of beginning.

Saving, excepting and reserving unto the GRANTOR, its successors and assigns, the permanent and perpetrual right to maintain, use, inspect, repair and replace existing pipelines on said real estate for the purpose of transmitting petroleum products.

This conveyance is made subject to taxes for the year 1962 and all subsequent years.

And the GRANTOR does hereby covenant with the said GRANTEE and successors in interest to WARRANT and DEFEND the said real estate hereinabove described against the lawful claims of all persons claiming by, through or under it, except as may be above stated.

Dated this Twenty-fifth day of October A. D. 1962, at Chicago, Cook County, Illinois.

WISCONSIN TOWN LOT COMPANY

(SEAL)

By LARRY S. PROVO
President

ATTEST:

T. A. ROSS
Secretary

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that LARRY S. PROVO, personally known to me to be the President of the WISCONSIN TOWN LOT COMPANY, a corporation and T. A. ROSS, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their

free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this Twenty-fifth day of October, A. D. 1962.

A. S. FLECK
Notary Public, Cook County, Illinois
My commission expires August 23, 1966

(NOTARIAL SEAL)

STATE OF WICONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 4th day of January A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 171 - 172.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED
(No Fee)

EASEMENT FOR STREET OR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE COUNTY OF SAWYER

BY

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, NOVEMBER 5th, 1962

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS

THAT, CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a Wisconsin corporation, party of the first part, in consideration of the sum of FIFTY and No/100 DOLLARS ($50.00), to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the County of Sawyer, and State of Wisconsin, to wit:

All that part of the property of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company in Township Thirty-eight (38) North, Range Seven (7) West, Section Fifteen (15), in the South Half of the Southeast Quarter (S ½ SE ¼) thereof, described as follows:

Beginning on the North-South Quarter (N-S ¼) line of Section Fifteen (15), Township Thirty-eight (38) North, Range Seven (7) West, at the intersection of the North right of way line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company with such North-South Quarter (N-S ¼) line; thence South Eighty-nine Degrees Forty-four Minutes (89° 44') East, along the North right of way line of such Railway Company to its intersection with the West right of way limits of Clark Street, original Plat of Village of Raddisson; thence Southerly along the West right of way line of Clark Street Eleven (11) feet; thence North Eighty-nine Degrees Forty-four Minutes (89°44') West along a line parallel to the North right of way line of the Railway Eighty-three (83) feet; thence Southerly and parallel to the West right of way line of Clark Street Twenty-six (26) feet; thence North Eighty-nine Degrees Forty-four Minutes (89°44') West, parallel to the North right of way line of the Railway to the North-South Quarter (N-S ¼) line of Section Fifteen (15) at Railway Station 1817+59.3; thence North along such North-South Quarter (N-S ¼) line of Section Fifteen (15) to the place of beginning.

ALSO: Beginning at the intersection of the North right of way line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company and the East right of way line of Clark Street, original Plat of Village of Radisson at Railway Station 1828+62.8; thence South on the East right of way line of Clark Street Thirty-two (32) feet; thence East, parallel to the North right of way line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company for Two Hundred Fifty-three (253) feet to the point of curvature of a Two Degree Fifty-four Minute Thirty-one Second (2°54'31") curve left; thence along the arc of such curve left to its intersection with the North line of the right of way of said Chicago, Saint Paul, Minneapolis and Omaha Railway Company; thence West along such North Railway right of way line to the place of beginning.

ALSO: All that part of the right of way of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company in Township Thirty-eight (38) North, Range Six (6) West, Section Eight (8), in Government Lots Seven (7) and Eight (8) thereof and in Section Nine (9), Government Lot Four (4) thereof, described as follows:

Commencing on the West line of Section Eight (8), Township Thirty-eight (38) North, Range Six (6) West, Twenty-two Hundred Thirty-one and Two-tenths (2231.2) feet South of the Northwest corner of such Section; thence North Sixty-seven Degrees Forty-six Minutes (67°-46') East, Twenty-six

Hundred Eighty-one and Seven-tenths (2681.7) feet; thence North Eighty-four Degrees Zero Minutes (84°0') East, Nine Hundred Forty-four and Seven tenths (944.7) feet; thence South Six Degrees Zero Minutes (6.0') East, Thirty-three (33) feet to a point on the North line of the said Railway Company's right of way (at Railway Station 2062+12.7), the place of beginning of described parcel; thence continuing South Six Degrees Zero Minutes (6°0') East, Twenty-seven (27) feet; thence North Eighty-four Degrees Zero Minutes (84°0') East, (parallel to and Twenty-seven (27) feet Southeasterly of the Northwesterly Railway right of way line) Eighteen Hundred Eighty-seven and Three-tenths (1887.3) feet, to Railway Station 2091+0; thence Northeasterly in a straight line for Six Hundred (600) feet (as measured Easterly along the center line of the said Railway Company's right of way) to a point Sixty-five (65) feet Northwesterly at right angles from Railway Station 2087+0; thence continuing Northwesterly at right angles to the center line of Railway right of way, Ten (10) feet to the North Railway right of way line; thence Southwesterly along the Northwesterly Railway right of way line to the place of beginning.

Said parcel contains 2.66 Acres, more or less.

It is hereby expressly provided that the party of the first part shall not be put to any expense in the first instance in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement or use of said described land, or any part thereof, as a street or highway, as part of the immediate improvement and if any special tax or assessment shall be levied or assessed against the property of the party of the first part for all or any of the purposes aforesaid, the party of the second part by its acceptance hereof hereby assumes and agrees to pay the same.

Reserving, however, unto said party of the first part the right to use said land for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors, lessees, licensees and assignees.

By acceptance hereof the party of the second part agrees for itself, its successors and assigns, that it will at all times maintain the outlets at Culverts Numbered J-94, J-95 and J-96 of the party of the first part in such condition so that any and all drainage passing through this opening will not be in any manner impeded or stopped.

IN WITNESS WHEREOF the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretarty this Fifth day of November, A.D. 1962.

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

(SEAL)

By C. J. FITZPATRICK
President

Attest T. A. ROSS
Secretary

Signed, Sealed and Delivered
in Presence of:

Approved C. S. Anderson
For: Director of Real Estate

OPAL T. MORGAN

VINCENT J. LUISI

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this Fifth day of November A.D. 1962, the above named C. J. FITZPATRICK, president of the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, and T. A. ROSS, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

A. S. FLECK
Notary Public in and for
Cook County, Illinois

My commission expires: August 23rd, 1966

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 7th day of January A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 173-174.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED



R E L E A S E
OF CERTAIN LAND IN THE CITY AND COUNTY OF EAU CLAIRE
FROM LIEN OF
CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY
MORTGAGE OR DEED OF TRUST OF MAY 1, 1929

BY

MANUFACTURERS HANOVER TRUST COMPANY, SUCCESSOR TRUSTEE

TO

ARLO G. MATTICE AND ELAINE A. MATTICE, JOINT TENANTS

DATED, AUGUST 2nd, 1962

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as the "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgate or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin in and for Eau Claire County, Wisconsin, on the 13th day of May, A.D. 1929, and recorded in Volume 27 of Railroad Mortgages, etc., on Pages 369 to 425, inclusive.

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to ARLO G. MATTICE and ELAINE A. MATTICE, husband and wife, as joint tenants, of Eau Claire, Wisconsin, all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said mortgage or deed of trust dated May 1, 1929, in and to the property situated in the City of Eau Claire, County of Eau Claire, and State of Wisconsin, and described as follows, to wit:

That part of Government Lot Five (5), Section Eighteen (18), Township Twenty-seven (27) North, Range Nine (9), West of the 4th Principal Meridian, described as follows, to-wit: Beginning at the intersection of the East line of said Government Lot Five (5) and a line drawn parallel with and distant Fifty (50) feet Northeasterly, measured at right angles, from the center line of the main track of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as said main track is now located and established over and across said Government Lot Five (5); thence Westerly, parallel with the North line of said Government Lot Five (5), to a line drawn parallel with and distant Thirty (30) feet Northeasterly, measured at right angles, from said center line of main track; thence Northwesterly, parallel with said center line of the main track, to said North line of Government Lot Five (5); thence Easterly along said North line of Government Lot Five (5), to said line drawn parallel with and Fifty (50) feet Northeasterly, measured at right angles, from the center line of the main track; thence Southeasterly, parallel with said center line of main track, to the point of beginning.

This release is executed upon the written request of Chicago and North Western Railway Company, approved by resolution of its Board of Directors, on behalf of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, and an Agreement dated November 7, 1957, between The Hanover Bank (now Manufacturers Hanover Trust Company), Trustee, Chicago and North Western Railway Company and Chicago, Saint Paul, Minneapolis and Omaha Railway Company, said latter Railway Company having sold and conveyed the property so released to ARLO G. MATTICE and ELAINE A. MATTICE, husband and wife, as joint tenants, of Eau Claire, Wisconsin, and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Railway Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this 2nd day of August, 1962.

MANUFACTURERS HANOVER TRUST COMPANY

(SEAL)

By G. B. HERTERICH
Its Assistant Vice President

ATTEST:

W. G. BATTENFIELD
Its Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

T. C. CRANE

E. COCKINGS

STATE OF NEW YORK )
CITY AND ) SS.
COUNTY OF NEW YORK )

I, L. MATT. MASTERSON, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that D. B. HERTERICH and W. G. BATTENFELD, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 2nd day of August A.D. Nineteen Hundred and Sixty-two.

L. MATT. MASTERSON
Notary Public, State of New York
No. 03-7756975
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1964

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 7th day of January A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 175 - 176.

ROBERT C. ZIMMERMAN
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGATE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

RACINE INDUSTRIAL PLANT, INC.

DATED, DECEMBER 6th, 1962

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto RACINE INDUSTRIAL PLANT, INC., a Wisconsin Corporation, of Racine, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Racine, County of Racine, and State of Wisconsin, and described as follows, to wit:

That part of Block Eighty-four (84) in School Section Addition to the City of Racine, bounded and described as follows: Commencing at the intersection of the North line of Sixteenth Street with the East line of Junction Avenue; thence North along the East line of said Junction Avenue, a distance of Fifty (50) feet to the point of beginning; thence continuing North along the East line of said Junction Avenue, a distance of Two Hundred Twenty (220) feet, more or less, to the extreme Southerly corner of land conveyed by the Chicago and North Western Railway Company to Racine Beverage Company on June 21, 1957; thence Northeasterly along the Southeasterly line of said conveyance dated June 21, 1957 (and the extension thereof) to the North line of said conveyance dated June 21, 1957; thence Easterly along the extension of the North line of said conveyance dated June 21, 1957, to a point Thirty-five (35) feet Northwesterly of and measured at right angles to the center line of the main track of said Railway Company as now located and established; thence Southwesterly along a line parallel with the center line of said main track, a distance of Three Hundred Eighty (380) feet more or less, to a line at right angles to the East line of said Junction Street, drawn through the point of beginning; thence West along last said line, a distance of Fifteen (15) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 6th day of December A.D. , Nineteen Hundred and Sixty-two.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By H. R. WILKING
Vice President

ATTEST:

A. R. MENDARD
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

K. F. PRATER

R. G. OSWALD

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, R. STOLTZ a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. R. WILKING and A. R. MENARD to me personally known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. R. WILKING resides at Kenilworth, Illinois and that A. R. MENARD resides at Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 6th day of December A. D., Nineteen Hundred and Sixty-two.

R. STOLTZ
NOTARY PUBLIC
In and for the County of Cook in the
State of Illinois
My Commission as such Notary Public Expires
March 10, 1964.

(SEAL)

STATE OF WISCONSIN )
SS.
DEPARTMENT OF STATE )

Received this 8th day of January A. D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 177-178.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED



RELEASE
OF CERTAIN LAND IN THE CITY AND COUNTY OF RACINE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGATE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

RACINE INDUSTRIAL PLANT, INC.
DATED, DECEMBER 12th, 1962

- - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto RACINE INDUSTRIAL PLANT, INC., a Wisconsin Corporation, of Racine, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Racine, County of Racine, and State of Wisconsin, and described as follows, to wit:

That part of Block Eighty-four (84) in School Section Addition to the City of Racine, bounded and described as follows: Commencing at the intersection of the North line of Sixteenth Street with the East line of Junction Avenue; thence North along the East line of said Junction Avenue, a distance of Fifty (50) feet to the point of beginning; thence continuing North along the East line of said Junction Avenue, a distance of Two Hundred Twenty (220) feet, more or less, to the extreme Southerly corner of land conveyed by the Chicago and North Western Railway Company to Racine Beverage Company on June 21, 1957; thence Northeasterly along the Southeasterly line of said conveyance dated June 21, 1957 (and the extension thereof) to the North line of said conveyance dated June 21, 1957; thence Easterly along the extension of the North line of said conveyance dated June 21, 1957, to a point Thirty-Five (35) feet Northwesterly of and measured at right angles to the center line of the main track of said Railway Company as now located and established; thence Southwesterly along a line parallel with the center line of said main track, a distance of Three Hundred Eighty (380) feet, more or less, to a line at right angles to the East line of said Junction Street, drawn through the point of beginning; thence West along last said line, a distance of Fifteen (15) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgate and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 12th day of December, A. D., Nineteen Hundred and Sixty-two.

(SEAL)

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By H. A. BASHAM, JR.
Vice President

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

R. W. WAGNER

J. J. JENNINGS

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR. and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, JR. resides at 261 West 11th Street, New York, N. Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 12th day of December A.D., Nineteen Hundred and Sixty-two.

JOHN L. BERVAR
NOTARY PUBLIC
In and for the County of New York in the State of New York,
No. 41-5303890
Qualified in Queens County
Cert. filed with N.Y. County
Term expires March 30, 1964

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 8th day of January A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 179-180.

ROBERT C. ZIMMERMAN
Secretary of State



SATISFACTION
OF CHATTEL MORTGAGE DATED, APRIL 18, 1962

BY

KELLOGG-CITIZENS NATIONAL BANK
TO
THE AHNAPEE AND WESTERN RAILWAY COMPANY

DATED, FEBRUARY 25, 1963

KNOW ALL MEN BY THESE PRESENTS: That Kellogg-Citizens National Bank, a Corporation duly organized and existing under and by virtue of the laws of the Federal Government, located at Green Bay, Wisconsin, does hereby certify and acknowledge, that a certain Chattel Mortgage, dated the 18th day of April, 1962, made and executed by The Ahnapee and Western Railway Company to Kellogg-Citizens National Bank and filed in the office of the Department of State, Madison, State of Wisconsin, on the 23rd day of April, 1962, at 9:00 o'clock A.M., Document No. 6, Has been fully paid, satisfied and discharged.

SAID CORPORATION FURTHER CERTIFIES, that it was the owner and holder of said Chattel Mortgage, the indebtedness thereby secured, and the note....therein mentioned when they were paid, satisfied and discharged as aforesaid.

IN WITNESS WHEREOF, the said Kellogg-Citizens National Bank, has caused there presents to be signed by J. H. Neville, Vice President & Cashier, one duly authorized, at Green Bay, this 25th day of February, 1963.

Signed and Sealed in Presence of

SHARON SWIGERT (SEAL)

TINA RIEDER

KELLOGG-CITIZENS NATIONAL BANK

By J. H. NEVILLE (Seal)

J. H. Neville (Seal)
Vice President & Cashier

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 26th day of February, A. D. 1963 at 10;00 c'clock A. M. and recorded in Vol. 47 of Railroad Mortgages on page 181.

ROBERT C. ZIMMERMAN
Secretary of State

No fee INDEXED



QUIT CLAIM DEED

COVERING CERTAIN LAND IN BUFFALO COUNTY

BY

CHICAGO, BURLINGTON & QUINCY RAILROAD CO.

TO

STATE OF WISCONSIN

DATED, MARCH 18, 1963

- - - - - - - - - - -

THIS INDENTURE WITNESSETH: That the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, grantor, hereby QUIT-CLAIMS to STATE OF WISCONSIN grantee, for and in consideration of the sum of Eight Hundred and No/100 ($800.00) Dollars, the following tract of land in Buffalo County, in the State of Wisconsin: A parcel of land in Township Twenty (20) North, Range Twelve (12) West, Section Thirty-six (36) in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) and Gov't, Lot 4 thereof, being 200 feet in width, 100 feet lying each side of the following described reference line:

Commencing in Section One (1), Township Nineteen (19) North, Range Twelve (12) West, on the east line at a point located 258.9 feet South of the northeast corner thereof, thence North 52 degrees 50 minutes West along a reference line 494.5 feet to the point of a curve concave to the northeast and having a radius of 2865.0 feet, thence northwesterly along said curve and reference line 1504.2 feet, thence North 22 degrees 45 minutes West, 422.8 feet, thence South 65 degrees 15 minutes West, 103.4 feet to the point of a curve concave to the southeast and having a radius of 818.6 feet, thence southwesterly along said curve 59.6 feet to the point of beginning on the northeast right of way line of the Chicago, Burlington & Quincy Railroad Company, said railroad right of way line being the northeast boundary of the parcel being described;

thence continuing southwesterly along said curve and reference line 314.2 feet;

Thence South 39 degrees 05 minutes West, 400.7 feet to the point of a curve concave to the southeast and having a radius of 477.5 feet;

thence southwesterly along said curve 71.1 feet to the southwest right of way line of the Chicago, Burlington & Quincy Railroad Company said right of way line being the southwest boundary of the parcel being described;

Excepting from the above parcel a uniform strip of land 100 feet in width lying paralled to the Chicago, Burlington & Quincy Railroad tracks, 50 feet lying to the southwest and 50 feet lying to the northeast of the centerline of the most easterly main track of said Chicago, Burlington & quincy Railroad Company;

Said parcel contains 3.11 acres, more or less.

RESERVING, however, unto said Railroad Company, its successors and assigns, all of the coal, oil, gas and other minerals underlying the surface of the above described premises, provided, however, that the mining and removing of said minerals shall not cause caving or subsidence of the surface of said lands.

IN WITNESS WHEREOF, the Chicago, Burlington & Quincy Railroad Company has caused its corporate name to be hereunto signed by its President, and its corporate seal affixed the 18th day of March, A.D. 1963.

Signed, Sealed in Presence of

C. G. Kingery

C. I. Sparks

(SEAL)

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By F. L. Kartheiser, President

ATTEST:

W. K. BUSH, Secretary

Drafted by:

CB&Q RR. Co.
547 West Jackson Blvd.
Chicago, Illinois



STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

Personally came before me this 18th day of March A. D. 1963, F. L. Kartheiser, Vice President, and W. K. Bush, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(Notarial Seal)

R. W. Smith
Notary Public, Cook County, Ill.
My commission expires March 31, 1965.

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 9th day of April A. D. 1963 at 10:00 o'clock A. M. and recorded in Volume 47 of Railroad Mortgages, on pages 182-183.

ROBERT C. ZIMMERMAN
Secretary of State

No fee INDEXED



EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN COUNTY OF MONROE

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE HIGHWAY COMMISSION OF WISCONSIN

DATED, APRIL 3, 1963

- - - - - - - - - - - - - - - - - -

Deed No. 70306

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, in consideration of the sum of ONE and No/100 DOLLAR ($1.00), to it in hand paid, the receipt whereof is hereby acknowledged, conveys and quiteclaims to the STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the County of Monroe, and State of Wisconsin, to wit:

A parcel of land in Township Eighteen (18) North, Range One (1) West, Section Twenty-seven (27) in the Northeast Quarter of the Northwest Quarter (NE¼ NW¼), and the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) thereof and in Section Twenty-Eight (28) in the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) thereof consisting of all that land in said forties lying South of the North right of way line of the Chicago and North Western Railway Company as laid out and traveled on January 1, 1963, and North of a line located Nineteen (19) feet South of and parallel to the following described reference line:

Commencing in said Section Twenty-Seven (27) on the North line at a point located Five Hundred Six and Five-Tenths (506.5) feet East of the Northwest corner therof; thence along a reference line bearing South Thirty-Eight Degrees Fifty-Six Minutes (38° 56') East, One Thousand Five Hundred Ten and Eighty-Seven One-Hundredths (1,510.87) feet; thence along a reference line bearing North Eighty-Six Degrees Thirty Minutes Forty-One Seconds (86° 30' 41") East, One Hundred Seventy-Three and Thirty-Two One-Hundredths (173.32) feet to the point of a curve concave to the North and having a radius of One Thousand Nine Hundred Nine and Eighty-Six One-Hundredths (1,909.86) feet; thence Easterly along said curve, One Hundred Twenty-Four and Ninety-Nine One-Hundredths (124.99) feet; thence North Eighty-Two Degrees Forty-Five Minutes Six Seconds (82° 45' 06") East, Four Hundred Sixty-One and Nineteen One-Hundredths (461.19) feet to the point of beginning of the line herein to be described; thence South Eighty-Two Degrees Forty-Five Minutes Six Seconds (82° 45' 06") West, Four Hundred Sixty-One and Nineteen One-Hundredths (461.19) feet to the point of a curve concave to the North and having a radius of One Thousand Nine Hundred Nine and Eighty-Six One-Hundredths (1,909.86) feet; thence along said curve, One Hundred Twenty-Four and Ninety-Nine One-Hundredths (124.99) feet; thence South Eighty-Six Degrees Thirty Minutes Forty-One Seconds (86° 30' 41") West, One Thousand Five Hundred Fifty and Forty-Two One-Hundredths (1,550.42) feet to the point of a curve concave to the North and having a radius of One Thousand One Hundred Forty-Five and Ninety-Two One-Hundredths (1,145.92) feet; thence Northwesterly along said curve, Two Hundred Twenty-Four and Ninety One-Hundredths (224.90) feet to the point of a compound curve concave to the South and having a radius of One Thousand One Hundred Forty-Five and Ninety-Two One-Hundredths (1,145.92) feet; thence along said curve, Fifty-Four and Nine-Tenths (54.9) feet and there terminating.

Reserving, however, unto said party of the first part the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time desire within the limits of the land hereinbefore described; and further, the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors and assignees.

IN WITNESS WHEREOF, the Chicago and North Western Railway Company has caused its corporate seal



to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this Third day of April, A. D. 1963.

Signed, Sealed and Delivered in Presence of:

Opal T. Morgan

Vincent J. Luisi

(SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By C. J. Fitzpatrick, President

Attest T. A. Ross, Secretary

Approved C. S. Anderson, Chief Title Officer

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

Personally came before me this Third day of April A. D. 1963, the above named C. J. FITZPATRICK, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and T. A. ROSS, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(Notarial Seal)

A. S. Fleck
Notary Public
My Commission Expires: August 23rd, 1966.

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 25th day of April A. D. 1963 at 10:00 o'clock A. M. and recorded in Volume 47 of Railroad Mortgages on page 184-185.

ROBERT C. ZIMMERMAN
Secretary of State

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INDEXED Fee $1.00

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# R E L E A S E

OF CERTAIN LAND IN ROCK COUNTY, WISCONSIN
FROM LEIN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

COHEN BROTHERS AND KATZ IRON AND METAL COMPANY, INC.

DATED, FEBRUARY 28, 1963

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto COHEN BROTHERS AND KATZ IRON AND METAL COMPANY, a Wisconsin Corporation, of Janesville, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virture of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock, and State of Wisconsin, and described as follows, to wit:

That part of Lots Forty-Two (42), Forty- Three (43), Forty-Four (44), Forty-Five (45) and Forty-Six (46), in Pixley and Shaw's Addition to the City of Janesville, Rock County, State of Wisconsin, according to the recorded plat thereof, together with that part of the Southwest Quarter (SW ¼) of Section Twenty-Five (25), Township Three (3) North, Range Twelve (12) East of the Fourth Principal Meridian, described as follows, to wit: Beginning at a point on the Southwesterly line of said Lot Forty-Six (46), distant Sixty-Five (65) feet Easterly, measured radially from the centerline of the original main track of the Chicago and North Western Railway Company (formerly the Chicago, St. Paul and Fon Du Lac Railroad Company), as said main track was originally located and established; thence Northwesterly along the Southwesterly lines of said Lots Forty-Six (46) and Forty-Five (45) to a point distant Fifty (50) feet Easterly, measured radially from the centerline of the main track of said Chicago and North Western Railway Company, as last said main track is now located and established; thence Northerly, parallel with last said centerline of main track, a distance of Four Hundred Seventy (470) feet, more or less, to the Westerly extension of the North line of Lot Six (6), in Block One (1), In Pixley and Shaw's Second Addition to said City of Janesville, according to the recorded plat thereof; thence Easterly along said Westerly extension of said Lot Six (6), Block One (1), to a point distant Sixty-Five (65) feet Easterly, measured at right angles to the aforesaid centerline of the original main track; thence Southerly, parallel with said centerline of the original main track, a distance of One Hundred Eighty (180) feet, more or less, to the Northwesterly line of said Lot Forty-Two (42); thence Northeasterly along said Northwesterly line of Lot Forty-Two (42), a distance of Thirty-Five (35) feet, more or less, to the Northeast corner of said Lot Forty-Two (42); thence Southeasterly, along the Northeasterly lines of said Lots Forty-Two (42), Forty-Three (43), Forty-Four (44) and Forty-Five (45), a distance of Two Hundred Sixty-Four (264) feet, more or less, to the Southeast corner of said Lot Forty-Five (45); thence Southwesterly along the Southeasterly line of said Lot Forty-Five (45), a distance of One Hundred Ninety-Eight (198) feet, more or less, to a point distant Sixty-Five (65) feet Easterly, measured radially from said centerline of the original main track; thence Southerly parallel with said centerline of the original main track to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 28th day of February A.D., Nineteen Hundred and Sixty-Three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. R. MANCHESTER
Vice President

ATTEST:

A. R. MENARD
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

N. NEHER

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, J. E. MATZKE a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. R. MENARD to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides Wilmette, Illinois and that A. R. MENARD resides in Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 28th day of February A.D., Nineteen Hundred and Sixty-Three.

J. E. MATZKE
Notary Public
In and for the County of Cook in
the State of Illinois

(NOTARIAL SEAL)

My Commission as such Notary Public
Expires: May 31, 1965.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 14th day of May A.D. 1963 at 2:00 P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 186-187.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED Fee $1.00



# RELEASE

OF CERTAIN LAND IN ROCK COUNTY, WISCONSIN

FROM LEIN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY
(NOW CHEMICAL BANK NEW YORK TRUST COMPANY)

TO

COHEN BROTHERS AND KATZ IRON AND METAL COMPANY, INC.

DATED, MARCH 12, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank and Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONDISERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto COHEN BROTHERS AND KATZ IRON AND METAL COMPANY, a Wisconsin Corporation, of Janesville, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Nortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock, and State of Wisconsin, and described as follows, to wit:

That part of Lots Forty-Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), and Forty-Six (46), in Pixley and Shaw's Addition to the City of Janesville, Rock County, State of Wisconsin, according to the recorded plat thereof, together with that part of the Southwest Quarter (SW¼) of Section Twenty-Five (25), Township Three (3) North, Range Twelve (12) East of the Fourth Principal Meridian, described as follows, to wit: Beginning at a point on the Southwesterly line of said Lot Forty-Six (46), distant Sixty-Five (65) feet Easterly, measured radially from the centerline of the original main track of the Chicago and North Western Railway Company (formerly the Chicago, St. Paul and Fon Du Lac Railroad Company), as said main track was originally located and established; thence Northwesterly along the Southwesterly lines of said Lots Forty-Six (46) and Forty-Five (45) to a point distant Fifty (50) feet Easterly, measured radially from the centerline of the main track of said Chicago and North Western Railway Company, as last said main track is now located and established; thence Northerly, parallel with last said centerline of main track, a distance of Four Hundred Seventy (470) feet, more or less, to the Westerly extension of the North line of Lot Six (6), in Block One (1), in Pixley and Shaw's Second Addition to said City of Janesville, according to the recorded plat thereof; thence Easterly along said Westerly extension of said Lot Six (6), Block One (1), to a point distant Sixty-Five (65) feet Easterly, measured at right angles to the aforesaid centerline of the original main track; thence Southerly, parallel



with said centerline of the original main track, a distance of One Hundred Eighty (180) feet, more or less, to the Northwesterly line of said Lot Forty-Two (42); thence Northeasterly along said Northwesterly line of Lot Forty-Two (42), a distance of Thirty-Five (35) feet, more or less, to the Northeast corner of said Lot Forty-Two (42); thence Southeasterly along the Northeasterly lines of said Lots Forty-Two (42), Forty-Three (43), Forty-Four (44) and Forty-Five (45), a distance of Two Hundred Sixty-Four (264) feet, more or less, to the Southeast corner of said Lot Forty-Five (45); thence Southwesterly along the Southeasterly line of said Lot Forty-Five (45), a distance of One Hundred Ninety-Eight (198) feet, more or less, to a point distant Sixty-Five (65) feet Easterly, measured radially from said centerline of the original main track; thence Southerly parallel with said centerline of the original main track to the point of beginning.

This instrument shall in no manner affect the lien of said Second Nortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 12th day of March A. D., Nineteen Hundred and Sixty-Three.

(SEAL)

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By _____ H. A. Basham, Jr.
Vice President

ATTEST:

_____ J. M. Doyle
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

_____ R. W. Wagner

_____ F. Batz

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, John L. Bervar, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therin, DO HEREBY CERTIFY that H. A. Basham, Jr. and J. M. Doyle to me personally known and know to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and knownto me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. Basham, Jr. resides At, 261 West 11th Street, New York, New York, and that J. M. Doyle resides at 7 Stuyvesant Oval, New York, New York, and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New Yor, New York, this 13th day of March A. D., Nineteen Hundred and Sixty-Three.

_____ John L. Bervar
Notary Public
In and for the County of New York in
the State of New York.

My Commission as such Notary Public
Expires March 30, 1964.

State of Wisconsin ) ss
Department of State)

Received this 14th day of May A. D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47, of Railroad Mortgages on pages 188-189.

ROBERT C. ZIMMERMAN-SECRETARY OF STATE

QUIT CLAIM DEED

COVERING CERTAIN LAND IN THE CITY OF WISCONSIN RAPIDS, COUNTY OF WOOD

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

MILWAUKEE GAS LIGHT COMPANY

DATED, MAY 22, 1963

- - - - - - - - - -

This Indenture, Made this twenty second day of May A.D. 1963 between the Chicago and North Western Railway Company, a Wisconsin Corporation, party of the first part, and MILWAUKEE GAS LIGHT COMPANY, a Wisconsin corporation, with its principal offices in Milwaukee, Wisconsin party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of twenty-eight thousand five hundred and no/100 ($28,500.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quit-claimed, and by these presents does remise, release, convey and quit-claim unto the said party of the second part its successors and assigns forever all interest which the said party of the first part has in and to the following described lot, piece or parcel of land, situated, lying and being in the City of Wisconsin Rapids, County of Wood and State of Wisconsin and known and described as follows, to-wit:

A part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Seven (7), Township Twenty-two (22) North, Range Six (6), East of the 4th Principal Meridian, and part of Lots Seven (7) and Eight (8) of the Original plat of Centralia, formerly the City of Grand Rapids, now the City of Wisconsin Rapids, in the County of Wood, State of Wisconsin, and more particularly described as follows: Commencing at the most Westerly corner of Lot Six (6) of Block Seventeen (17) of the Original Plat of Centralia, run thence North Forty-one Degrees Thirty Minutes (41°30') East a distance of Three Hundred Eighteen and Zero Zero One-hundredths (318.00) feet, coincident with the Westerly lines of Lots Two (2), Three (3), Four (4), Five (5) and Six (6) of said Block Seventeen (17) of the aforedescribed plat, to the South line of Roosevelt Street, formerly Franklin Street; run thence North Eighty-two Degrees Thirty Minutes (82°30') West a distance of Fifty-four and Fifty One-hundredths (54.50) feet and coincident with the Southerly line of the afore described Roosevelt Street; run thence North Seven Degrees Ten Minutes (7°10') East a distance of Three Hundred Thirty and Zero Zero One-hundredths (330.00) feet coincident with the Westerly line of Block Twenty (20) of the Original Plat of Centralia to the South line of McKinley Street formerly Wisconsin Street; run thence North Eighty-two Degrees Thirty Minutes (82°30') West a distance of Twenty-one and Fifty One-hundredths (21.50) feet coincident with the South line of the afore described McKinley Street; run thence Southwesterly along a curved line which is parallel to and established Eighteen and Zero Zero One-hundredths (18.00) feet radially East of the center line of the main track of the Chicago and North Western Railway Company as now located and established on this 6th day of March, 1963, to the intersection of the afore described curved line with the Northeasterly line of West Grand Avenue, said described point of intersection also being South Twenty-four Degrees Twenty-seven Minutes Thirty Seconds (24°27'30") West a distance of Five Hundred Seventy-two and Sixty One-hundredths (572.60) feet from the intersection of the afore described curved line with the South line of McKinley Street, formerly Wisconsin Street; run thence South Forty-eight Degrees and Zero Zero Minutes (48°00') East a distance of Eighty-one and Forty One-hundredths (81.40) feet coincident with the North line of West Grand Avenue and the Southwesterly line of Block Seventeen (17) of the said Original Plat of Centralia, to the to the said point of beginning.



Reserving, however, unto the party of the first part, its lessees, licensees, successors and assigns, the poles and wires of the telegraph line now located upon said premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said party of the first part, its lessees, licensees, successors and assigns, and by the acceptance of this conveyance, the party of the second part, for itself, its successors and assigns, agrees to assume the entire cost and expense of removing said poles and wires from the premises and herein conveyed in the event such removal is desired by said party of the second part, its successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part its successors and assigns forever.

IN TESTIMONY WHEREOF, the said Chicago and North Western Railway Company has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary the day and year first hereinabove written.

(SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

By C. J. FITZPATRICK
President

Signed, Sealed and Delivered in Presence of:

OPAL T. MORGAN

VINCENT J. LUISIE

Attest: T. A. ROSS
Secretary

Approved: C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, do hereby certify that C. J. FITZPATRICK and T. A. ROSS to me personally known and known to me to be, respectively, President and Secretary of Chicago and North Western Railway Company, a Wisconsin corporation and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 22nd day of May, A.D. 1963.

(SEAL)

A. S. FLECK
Notary Public, in and for the County of Cook in the State of Illinois.
My commission as such Notary Public expires August 23, 1966.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE)

Received this 24th day of May, A.D. 1963 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 190-191.

ROBERT C. ZIMMERMAN
Secretary of State

Fee $ 2.25
INDEXED

R E L E A S E
OF CERTAIN LAND IN THE CITY OF JANESVILLE, COUNTY OF ROCK, FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
MORTGAGE OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

SMITH OIL & REFINING COMPANY, INC.

DATED, JUNE 4, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the ~~office of the said The First National Bank of Chicago, recorded in the~~ office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SMITH OIL & REFINING COMPANY, INC., of Rockford, Illinois all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock, and State of Wisconsin, and described as follows, to wit:

All of Lots Nineteen (19), Twenty (20), Twenty-One (21) and Twenty-Two (22), and parts of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Eighteen (18) of Block Three (3) in Smith's Addition to Janesville, as per recorded plat of said Addition, described as follows, to wit: Beginning at the intersection of the South line of Galena Street, as said Galena Street is now located and established, with the East line of Gold Street, as said Gold Street is now located and established; thence South along said East line of Gold Street, a distance of Two Hundred Sixty-Five (265) feet; thence East along a line drawn perpendicularly to said East line of Gold Street, a distance of One Hundred Fifty (150) feet, more or less, to a point One Hundred Fifteen (115) feet West, as measured perpendicularly from the center line of the main track of the Chicago and North Western Railway Company; thence Northerly parallel with said center line to said South line of Galena Street; thence West along said South line of Galena Street to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 4th day of June A.D., Nineteen Hundred and Sixty-three.

THE FIRST NATIONAL BANK OF CHICAGO,
As Trustee as aforesaid,

(SEAL)

By W. K. STEVENS
Vice President

Attest:

A. R. MENARD
Assistant Secretary



WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

N. NEHER

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, R. STOLTZ a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and A. R. MENARD to me personally known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which exectuted the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides at Hinsdale, Illinois and that A. R. MENARD resides at Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of Said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th day of June A.D., Nineteen Hundred and Sixty-three.

(SEAL)

R. STOLTZ
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois.

My Commission as such Notary Public Expires: March 10, 1964.

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 3rd day of July A.D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 192-193.

ROBERT C. ZIMMERMAN
Secretary of State

Fee $2.10
INDEXED

R E L E A S E
OF CERTAIN LAND IN THE CITY OF JANESVILLE, COUNTY OF ROCK FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

SMITH OIL & REFINING COMPANY, INC.

DATED, JUNE 17, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company ), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SMITH OIL & REFINING COMPANY, INC., of Rockford, Illinois all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock, and State of Wisconsin, and described as follows, to wit:

All of Lots Nineteen (19), Twenty (20), Twenty-One (21) and Twenty-Two (22), and parts of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Eighteen (18) of Block Three (3) in Smith's Addition to Janesville, as per recorded plat of said Addition, described as follows, to wit: Beginning at the intersection of the South line of Galena Street is now located and established, with the East line of Gold Street, as said Gold Street is now located and established; thence South along said East line of Gold Street, a distance of Two Hundred Sixty-Five (265) feet; thence East along a line drawn perpendicularly to said East line of Gold Street, a distance of One Hundred Fifty (150) feet, more or less, to a point One Hundred Fifteen (115) feet, West, as measured perpendicularly from the center line of the main track of the Chicago and North Western Railway Company; thence Northerly parallel with said center line to said South line of Galena Street; thence West along said South line of Galena Street to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 17th day of June A.D., Nineteen Hundred and Sixty-Three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

J. M. DOYLE
Assistant Secretary



WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

R. W. WAGNER

D. SUITS

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR. and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, JR. resides at 261 West 11th Street, New York, N. Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 17th day of June A.D., Nineteen Hundred and Sixty-Three.

JOHN L. BERVAR
Notary Public
In and for the County of New York in
the State of New York
No. 41-5303890
Qualified in Queens County, Certificate
filed with New York County
Term expires March 30, 1964.

(SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 3rd day of July A.D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 194-195.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED
Fee $1.25



# RELEASE
## OF CERTAIN LAND IN THE CITY OF SUPERIOR, COUNTY OF DOUGLAS FROM LIEN OF MORTGAGE OF JANUARY 1, 1921 BY FIRST NATIONAL CITY BANK, TRUSTEE TO GREAT NORTHERN RAILWAY COMPANY

DATED, JULY 5, 1963

---

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS FIRST NATIONAL CITY BANK (successor by merger to The First National Bank of the City of New York), a national banking association duly organized and existing under the laws of the United States of America, is the Trustee under that certain mortgage deed dated January 1, 1921, known as the "General Gold Bond Mortgage", executed by the Great Northern Railway Company, a corporation of the State of Minnesota, and filed for record on May 12, 1921, in the office of the Secretary of State of the State of Wisconsin, and there recorded in Vol. 21 RR of Mtgs. at Page 93; and

WHEREAS, the said Trustee finds that all of the terms and conditions of said Mortgage relating to the release of property from the lien and operation thereof have been complied with with respect to the release of the property hereinafter described;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) to it paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said First National City Bank, Trustee of the Mortgage above referred to, does hereby remise, release and forever quitclaim unto Great Northern Railway Company all the right, title and interest it, the said First National City Bank, Trustee may have acquired in, through or by virtue of said Mortgage and all Supplements thereto, in and to those certain premises situate in the County of Douglas, State of Wisconsin, and particularly described as follows:

Lots 1, 2, 3, 4, 5 , 7 and 8 in Block 9, West Superior, First Division in the City of Superior, Douglas County, Wisconsin, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said County.

This release is made by the said First National City Bank, Trustee, and accepted by the said Great Northern Railway Company, on the express condition that it shall in no way affect the lien of the said General Gold Bond Mortgage nor of any Supplements thereto, upon other premises and property now subject thereto and not hereby expressly released.

This release is made and accepted without covenants or warranties, expressed or implied, in law or in equity, and without recourse to the grantor in any event or in any contingency.

IN WITNESS WHEREOF, the said First National City Bank, Trustee, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Cashier this 5th day of July, 1963.

FIRST NATIONAL CITY BANK,
as Trustee as aforesaid

In Presence of:

W. J. McLAUGHLIN

J. E. PORTER

By E. F. MITCHELL
Vice President

Attest: D. F. NEIL
Assistant Cashier



STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

On this 5th day of July, 1963, before me personally came E. F. Mitchell, Vice President, and D. F. Neil, Assistant Cashier of the above named national banking association, who are to me known to be such Vice President and Assistant Cashier of said national banking association and acknowledged that they executed the foregoing instrument as such officers and as the free act and deed of said national banking association by its authority.

JOHN L. GRIMMELBEIN
Notary Public, State of New York
No. 30-6675350
Qualified in Nassau County
Cert. filed in N.Y. Co.
Term expires March 30, 1964

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE)

Received this 18th day of July A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 196-197. (180-181)

ROBERT C. ZIMMERMAN
Secretary of State

CONDITIONAL SALE AGREEMENT

DATED AS OF MAY 1, 1963

BETWEEN

GENERAL RAILWAY SIGNAL COMPANY

AND

SOO LINE RAILROAD COMPANY

---

For Purchase and Installation of

Centralized Traffic Control System

between

Waukesha, Wisconsin and Schiller Park, Illinois

---

CONDITIONAL SALE AGREEMENT

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CONDITIONAL SALE AGREEMENT, dated as of May 1, 1963, by and between GENERAL RAILWAY SIGNAL COMPANY a division of General Signal Corporation, a New York Corporation (hereinafter sometimes included in the term "Seller or Assignee" and sometimes called General, all as more particularly set forth in Section 21 hereof), party of the first part, and SOO LINE RAILROAD COMPANY, a corporation existing under the laws of Minnesota (hereinafter sometimes called the Purchaser), party of the second part,

WITNESSETH:

That, in consideration of the mutual promises of the parties hereinafter set forth, the parties hereto agree as follows:

1. EQUIPMENT SOLD. General agrees to sell, deliver and install, and the Purchaser agrees to buy, accept and pay for, as hereinafter set forth, the personal property, consisting of railway signaling equipment, described in Schedule A hereunto annexed and made a part of this Agreement as though fully set forth herein, which Schedule A shall be deemed to be included in the term "this Agreement", and such equipment is hereinafter called the Equipment. General will deliver, or cause to be delivered, the Equipment to the Purchaser for the purposes of this Agreement, beginning on or about June 1, 1963, and at the time and place of such delivery the items of Equipment so delivered shall come under, and become subject to all the terms and conditions of, this Agreement.

2. INSTALLATION. General agrees to furnish all necessary material, supplies and labor for the installation of the Equipment at the locations and in the manner more fully described in said Schedule A. The aforesaid equipment as so installed, together with such material and supplies, is included in the term Equipment and shall be and remain personal property notwithstanding that it shall have been affixed to or placed upon the real estate more particularly described in said Schedule A.

3. PAYMENT. The Purchaser shall pay the Purchase Price (as that term is defined in Schedule B referred to below) of the Equipment, which is now estimated to be Four hundred twenty four thousand Dollars ($424,000.00), the Purchase Price to be determined, and payment thereof to be made, as set forth in Schedule B hereunto annexed and made a part of this Agreement as though fully set forth herein, which Schedule B shall be deemed to be included in therm "this Agreement". All sums payable hereunder shall be paid in currency of the United States by the Purchaser to General at the office of General, at Rochester, N. Y., or after assignment of such sums, to the assignee thereof at such bank or trust company as such assignee may designate, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

4. TITLE. General covenants and warrants that at the time of delivery to the Purchaser of any pary of the Equipment manufactured by General or purchased directly by General, it will have legal title to such Equipment and good and lawful right to sell the same and that title to such Equipment at such time will be free and clear of all liens and encumbrances of any nature except only the rights of the Purchaser under this Agreement; and General further covenants and agrees that it will defend the title to such Equipment against the lawful demands of all persons whomsoever based on claims originating prior to the delivery of such Equipment by General to the Purchaser, all subject, however, to the provisions of this Agreement and the rights of the Purchaser hereunder.

It is further understood and agreed that all property in and title to the Equipment, and any replacement thereof, shall remain in, and shall not pass from, the Seller or Assignee until all payments due hereunder and payment of anyjudgments thereon (but such payments in the aggregate shall not exceed the Purchase Price and any expense of collection thereof, including such counsel fees as may be recovered under applicable law), together with interest, shall have been fully made by the Purchaser and until this Agreement has otherwise been fully performed by the Purchaser; and the Purchaser agrees to perform any acts, and execute any instruments, which the Seller or Assignee may reasonably request the Purchaser to do, in order to perfect and assure retention of legal title to the Equipment and any replacement thereof in the Seller or Assignee during the life of this Agreement.

When the Purchaser shall have paid in full the entire Purchase Price hereunder, with interest thereon, and made all other payments herein provided and when this Agreement has otherwise been fully performed by the Purchaser, title to and property in all of the Equipment shall pass to the Purchaser, or its nominee or nominees, as it may direct in writing, without further transfer or act on the part of the Seller or Assignee except that the Seller or Assignee shall, if requested by the Purchaser so to do, execute and deliver to the Purchaser at the Purchaser's expense a bill or bills of sale of all the Equipment, transferring to the Purchaser or its nominee or nominees, all the right, title and interest of the Seller or Assignee in and to the Equipment, free and clear of all liens and encumbrances in favor of the Seller or Assignee or any one claiming under or against the Seller or Assignee (other than any liens and encumbrances against the Seller or Assignee arising from the Purchaser's use and possession of, or interest in, the Equipment), together with all rights and claims, in respect of the title to the Equipment, of the Seller or Assignee against any predecessor in title of the Seller or Assignee and covenanting that the Seller or Assignee has not done or knowingly suffered to be done anything whereby the right,title and interest of the Seller or Assignee in and to the Equipment have been subject to any lien or encumbrance, and shall execute for record or filing in public offices such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Purchaser or its nominee or nominees, to all of the Equipment under the laws of any jurisdiction.

5. INTENTION TO ASSIGN. General intends to assign all or a portion of its right, title and interest in and to the Equipment and all or a portion of its rights under the Agreement with respect to the Purchase Price of the Equipment hereunder.

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6. INSPECTION. General shall give the Purchaser full opportunity to inspect the work of installation of the Equipment or any part thereof at all reasonable times during the progress of the work. Upon completion of the installation of any part of the Equipment which the Purchaser may desire to place in service or otherwise to accept, the Purchaser shall make an inspection of such part of the Equipment and shall furnish to General a Certificate of Inspection signed by the Chief Engineer of the Purchaser, certifying that such part of the Equipment has been found to be completed and installed in accordance with the provisions of this Agreement, which Certificate shall be final and conclusive evidence that such part of the Equipment conforms in workmanship, material, construction, installation and in all other respects with the requirements and provisions of this Agreement; and thereafter, but not prior thereto, the Purchaser at its option may place such part of the Equipment in service. Promptly upon completion of installation of all of the Equipment, the Purchaser shall execute and deliver to General a Certificate of Final Inspection covering the installation of all of the Equipment subject to this Agreement, which Certificate shall confirm all earlier Certificates and state that such Certificates, copies of which shall be attached hereto together constitute final and conclusive evidence that all of the Equipment subject to this Agreement conforms in workmanship, material, construction, installation and in all other respects with the requirements and provisions of this Agreement.

7. UNAVOIDABLE DELAYS. General shall not be held responsible or liable for any loss, damage, detention, or delay caused by fire, strike, accident, civil or military authority, or by insurrection or riot, or by any other cause which is unavoidable or beyond its reasonable control, or in any event for consequential damages. The delivery of a Certificate of Inspection covering any part of the Equipment shall constitute a waiver of all claims for such loss, damage, detention or delay in respect of such part of the Equipment.

8. DELAYS (a) If shipment of any part of the Equipment is dealyed by the Purchaser, directly or indirectly, such part of the Equipment shall be held at the Purchaser's cost and risk during the period of such delay.

(b) If, followind delivery of any part of the Equipment, the installation thereof is delayed, directly or indirectly, by the Purchaser, the Purchaser shall assume all liability for any and all loss or damage to such part of the Equipment during the period of such delay not due to the negligence or fault of General or its employees.

9. LOSS OF EQUIPMENT. Liability for loss or damage to any part of the Equipment prior to delivery of a Certificate of Inspection in respect of such part of the Equipment shall be determined as follows:

(a) Except as otherwise provided in subparagraph (a) of Section 8 hereof, prior to the delivery of any particular part of the Equipment to the Purchaser, General assumes the entire risk thereof, without claim or recourse therefor under this Agreement in any event upon the Purchaser.

(b) After the delivery of any part of the Equipment to the Purchaser and prior to delivery of a Certificate of Inspection in respect of such part of the Equipment, the Purchaser assumes liability (in addition to the liability assumed by it in subparagraph (b) of Section 8 hereof) for any and all loss or damage to such part of the Equipment not due to the negligence or fault of General or of its employees.

10. INJURIES TO GENERAL'S EMPLOYEES. The Purchaser shall provide any officers or employees of General with all necessary transportation on the lines or tracks owned or controlled by the Purchaser while they are engaged on the work of installation of the Equipment pursuant to this Agreement, to the extent that the Purchaser can legally do so. General assumes, and agrees to idemnify the Purchaser against all liability for loss or damage to property of, injury to or death of, any officers or employees of General suffered while traveling on such free transportation or otherwise engaged on said work of installation, provided, however, that nothing contained herein shall require General to idemnify the Purchaser against any liability for loss or damage to property of, injury to or death of, any officers or employees of the Purchaser suffered during the course of the Purchaser's installing the Equipment as agent of General.

11. PAYMENT FREE OF EXPENSE. All payments by the Purchaser hereunder shall be free of expense to the Seller or Assignee for collection or exchange charges.

In addition to the Purchase Price, the Purchaser shall pay or reimburse General for any or all sales, use, manufacturers' or contractors' taxes or licenses imposed by Federal, State, Municipal or other governmental authority applicable to or measured by the delivery, sale, use, manufacture or installation of the Equipment, or any part thereof.

12. TAXES. The Purchaser shall also pay promptly all taxes, assessments and governmental charges which, from time to time after the delivery of the Equipment hereunder, may be imposed upon the Equipment or the possession or the operation thereof, or upon the Seller or Assignee by reason of its ownership thereof, by any governmental authority of the United States, of of any State or political subdivision thereof, in which the Equipment may be located or which shall have jurisdition over the equipment or any part of it, or shall promptly reimburse the Seller or Assignee in the event of payment of the same by the Seller or Assignee; and the Purchaser agrees at all times to keep the Equipment free and clear from all tax liens and encumbrances other than the lien of taxes not yet due or payable, provided, however, that the Purchaser shall not be required to pay any tax, assessment, or other governmental charge, under this Section or Section 11 hereof, the validity of which the Purchaser shall contest in good faith and by appropriate proceedings, until such contest shall have been finally decided, unless in the judgment of the Seller or Assignee its rights and interests in the Equipment may be materially endangered by such delay.

13. LAWS AND REGULATIONS. The Purchaser shall comply in all respects with all laws of the United States of America and of the States of Wisconsin and Illinois covering the use, operation, or maintenance of the equipment, and with the lawful regulations of the Interstate Commerce Commission and any other legislative, administrative, or judicial body, having power or jurisdiction over the Equipment; and, in the event that said laws or regulations require any alteration of any part of the Equipment or any additional equipment or appliances to be installed thereon, the Purchaser shall comply therewith at its own expense and shall maintain the Equipment in proper condition for operation under such laws and regulations during the continuance of this Agreement; provided, however, that the Purchaser shall not be required to comply with any such laws or regulations, the validity or applicability of which the Purchaser shall contest in good faith and by appropriate proceedings, until such contest shall have been finally decided, unless in the judgment of the Seller or Assignee its rights and interests in the Equipment may be materially endangered by such delay.



14. REPAIRS, REPLACEMENTS AND INSPECTION. The Purchaser at its own cost shall keep all of the Equipment in good order and proper operating condition and, in case of damage thereto by fire, accident or otherwise, shall promptly repair the Equipment so damaged and restore it to good operating condition. In any case, where any part of the Equipment shall be damaged beyond repair, lost, destroyed or worn out, the Purchaser as agent of the Seller or Assignee shall promptly replace such part of the Equipment with another part of similar type and of substantially as good material and construction and of a service value equal to the service value of such part of the Equipment replaced. Title to all such new parts shall remain in the Seller or Assignee and shall be immediately subject to all the terms and conditions of this Agreement in all respects as though part of the original Equipment hereunder. Any and all replacements of parts of the Equipment or additional parts of equipment or appliances installed thereon shall constitute accessions to the Equipment hereunder, the title to which shall be immediately vested in the Seller or Assignee and which shall be subject to all the terms and conditions of this Agreement. Nothing in this Section 14, however,shall relieve General of the obligations imposed by Section 15 hereof. The Seller or Assignee shall have the right but shall be under no obligation to inspect the Equipment at any reasonable time or times during the continuance of this Agreement.

15. REPLACEMENT GUARANTEE. General will at its expense deliver to the Purchaser at Slinger, Wisconsin (transportation expense and risk to be borne by the Purchaser), any parts of the Equipment to replace such parts which shall, within a period of one (1) year after delivery of a Certificate of Inspection pursuant to the provisions of Section 6 hereof covering such part of the equipment in which such parts are incorporated, fail to function properly because of any defect in material or workmanship; provided, however, that it is understood and agreed that General shall not be liable for damages or anyclaims for expenses from delays or loss of use or for other indirect or consequential damages resulting from such defects.

16. INSURANCE. The Purchaser will, upon request, furnish the Seller with a certificate stating the character and extent of such insurance as the Purchaser may carry from time to time with respect to Equipment under the Purchaser's "selfinsurance" program.

17. RISK OF LOSS. The Purchaser shall bear the risk of, and shall not be released from its obligations hereunder in the event of, any damage to or destruction or loss of any part of the Equipment from any cause whatsoever after a Certificate of Inspection covering such part of the Equipment has been delivered. The Purchaser further agrees to idemnify and save General (whether before or after any assignment) and any assignee of any or all of its rights hereunder harmless from and against all loss, damages, injuries, claims or demands whatsoever, regardless of the cause thereof, in connection with any accident, or otherwise, arising from or caused by the operation or use of the Equipment while this Agreement is in force. However, it is understood and agreed that the provisions of this Section shall not be applicable to or otherwise affect the obligations of General under Sections 10, 15 and 18 hereof.

18. PATENT SUITS. General agrees to idemnify and save the Purchaser harmless from any and all royalties payable, and any and all liabilities, damages, claims, suits, judgments, costs and expenses that may arise from patent infringement, incident to the sale or use of any article, process, design, element of construction or any other invention incorporated in or used in the construction or installation hereunder of any part of the Equipment requisitioned by the Purchaser from General; and the Purchaser agrees to indemnify and save General and any assignee harmless from any and all royalties payable, and any and all liabilities, damages, claims, suits, judgments, costs and expenses that may arise from patent infringement, incident to the sale or use of any other article, process, desing, element or invention incorporated in or used in the construction or installation hereunder of any part of the Equipment. Each of the parties hereto shall, upon the commencement of any suit against it for any infringement in respect of which the other party is charged with responsibility, promptly furnish such other party with a written notice of the commencement of such suit, whereupon such other party shall assume and direct the defence thereof and may settle the same in its discretion, and shall receive all reasonable assistance requested in the defense or settlement of such suit. Said covenants of idemnity shall continue in full force and effect notwithstanding the full payment of all sums due hereunder, the satisfaction and discharge of this Agreement or the termination of this Agreement in any manner. The Purchaser covenants and agrees that it will not violate or infringe any of the patents applicable to any of the apparatus, materials or systems controlled by General and relating to the Equipment or under which General has the right to manufacture or sell any such apparatus, materials or systems. A list of said patents will be furnished by General on request of the Purchaser.

19. ASSIGNABILITY BY SELLER OR ASSIGNEE. This Agreement, with all or any of the rights of General under it, including the right to receive payments herein provided to be made by the Purchaser and General's title and ownership in and to the Equipment or any part thereof, may be assigned by General and reassigned by any assignee or successive assignee at any time and from time to time; provided, however, that no such assignment shall subject any assignee to or relieve General or any successor or successors for the time being to its manufacturing properties and business from any of its obligations with respect to themanufacture, delivery, installation, or replacement of the Equipment so assigned or any of its obligations under Sections 10, 15 and 18 hereof, or relieve the Purchaser of any of its obligations hereunder to General or any successor or successors for the time being to its manufacturing properties and business under Sections 11, 17 and 18 hereof.

20. NOTICE OF ASSIGNMENT BY SELLER OR ASSIGNEE. In the event of any such assignment, written notice thereof shall be given to the Purchaser, together with a counterpart or certified copy of such assignment, stating the identity and post-office address of the assignee, and such assignee shall, by virtue of such assignment, acquire the right, title and interest of the Seller or Assignee under this Agreement and in and to the Equipment to the extent of such assignment, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Purchaser of the notice of any such assignment, all payments thereafter to be made by the Purchaser hereunder shall, to the extent so assigned but subject to the provisions of Section 21 hereof, be made to such assignee or upon its written order.

21. DEFINITIONS OF TERMS "SELLER OR ASSIGNEE" AND"GENERAL". The term "Seller or Assignee", whenever used in this Agreement, means, before any assignment of any rights of General hereunder, General and only General, and after any such assignment, both any assignee or assignees for the time being of such particular assigned rights as regards such rights, and also General and/or any

assignor as regards any rights hereunder that are retained and excluded from any assignment; and the term "General", whenever used in this Agreement, means, both before and after any such assignment, the party hereto of the first part and any successor or successors for the time being to its manufacturing properties and business.

In the event that by the terms of this Agreement the Purchaser shall be required to take any action directed to, for the benefit of, or at the request of, the Seller or Assignee or required not to take any action for the benefit of, or at the request of, the Seller or Assignee and the Purchaser shall in good faith be unable to determine whether General and/or any assignee or assignees of General and/or any successive assignee or assignees are entitled thereto or to determine whether such action shall or shall not be taken, any such action taken or omitted to be taken by the Purchaser directed to, or for the benefit of, or at the request of, General shall constitute full and complete compliance with the provisions of this agreement with respect to any such required action or nonaction.

22. SET-OFF, COUNTERCLAIM, ETC. In the event that any rights under this Agreement are assigned by General or by any such assignee, as herein provided, the rights of the assignee to the entire unpaid Purchase Price or such part thereof as may be assigned, and interest thereon, as well as any other rights that may be so assigned hereunder, shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of General or any successor or successors for the time being to its manufacturing properties and business in respect of the Equipment or the manufacture, delivery, installation or replacement thereof, or in respect of any of its obligations contained in Sections 10, 15 and 18 hereof, and shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Purchaser by General or any successor or successors for the time being to its manufacturing properties and business. Any and all such obligations, however arising, shall be and remain enforceable by the Purchaser against and only against General or any successor or successors for the time being to its manufacturing properties and business and shall not be enforceable against any party or parties in whom title to the Equipment or any of it, or the rights of General hereunder, shall vest by reason of any sale, assignment, or transfer, or successive sales, assignments, or transfers.

23. PERFORMANCE BY SELLER OR ASSIGNEE OF PURCHASER'S OBLIGATIONS. If the Purchaser shall refuse or fail to perform any agreement herein on its part to be performed, the Seller or Assignee may perform the same and give to the Purchaser notice in writing of the expense incurred in such performance and the Purchaser agrees to repay promptly after such notice all expenses so incurred with interest at the rate of 6% per annum.

24. RIGHT TO USE, UNAUTHORIZED ASSIGNMENT. As long as the Purchaser shall not be in default under this Agreement, it shall be entitled to the possession and use of the Equipment as provided hereunder. The Purchaser shall not assign or transfer any interest under this Agreement or in and to the Equipment, shall not remove the Equipment or any part thereof from the counties in which this Agreement shall have been filed, registered or recorded and shall not part with possession or control of the Equipment or any part thereof, except as herein authorized, after installation of the same as hereunder provided, without the written consent of the Seller or Assignee first had and obtained. An assignment or transfer to a railroad company which shall acquire all or substantially all the lines of railroad of the Purchaser and which, by execution of an appropriate instrument satisfactory to the Seller or Assignee, shall assume and agree to perform each and all the obligations and covenants of the Purchaser hereunder shall not be deemed a breach of this covenant. The appointment of a temporary receiver or receivers in equity or a temporary trustee or trustees in bankruptcy for the Purchaser or for its property shall not be deemed an unauthorized assignment by the Purchaser of its rights and interests hereunder and shall not be deemed a breach of this covenant but the appointment of a permanent receiver or receivers in equity or permanent trustee or trustees under any provisions of the Bankruptcy Act or under any amendment or revision thereof for the Purchaser or for its property shall be deemed an unauthorized assignment and a breach of this covenant if (1) the Seller or Assignee shall have demanded of the Purchaser in writing that action be taken in respect thereof and (2) within thirty (30) days after such demand neither (a) such permanent receiver or receivers or trustee or trustees shall be discharged, nor (b) such permanent receiver or receivers or trustee or trustees shall adopt and assume and agree to perform each and all of the boligations and covenants of the Purchaser hereunder pursuant to due authority of the court of his or their appointment.

25. DEFAULTS, UNAUTHORIZED ACT, BREACHES, REMEDIES. A default by the Purchaser shall occur if the Purchaser

(a) shall fail or refuse to pay any sum payable by it as herein provided and such failure or refusal to pay continues for 30 days after said sum becomes due and payable; or

(b) shall make or suffer to be made any unauthorized assignment under Section 24 of this Agreement; or

(c) shall, for 30 days after the Seller or Assignee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the covenants and terms herein on its part to be kept and performed or fail or refuse to make provision satisfactory to the Seller or Assignee for such compliance.

If a default by the Purchaser occurs, the Seller or Assignee may, by written notice to the Purchaser, declare the entire unpaid balance of the Purchase Price of the Equipment immediately due and payable and upon any such declaration the entire unpaid balance of the Purchase Price of the Equipment shall forthwith become due and payable together with interest thereon, at the rate applicable to the Purchase Price of the Equipment, to the date of such declaration, and the aggregage of such balance of Purchase Price and interest shall bear interest from the date of such declaration at the rate of 6% per annum, and the Seller or Assignee shall thereupon be entitled to recover judgment for the entire unpaid balance of the Purchase Price of the Equipment so payable, with interest thereon as aforesaid, and to collect such judgment out of any property of the Purchaser wherever situated. Any and all moneys so collected shall be applied by the Seller or Assignee as hereinafter in this Section provided. The Seller or Assignee may, at its election, waive any such default and its consequences and rescind and annul any such declaration, by written notice to the Purchaser, but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any rights or remedies consequent thereon.

Upon default by the Purchaser and at any time thereafter, the Seller or Assignee shall have the following rights and remedies:



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(A) With respect to Equipment installed in Illinois:

(1) Pursuant to Section 9-313 of the Uniform Commercial Code it may remove from the real estate any and all items of Equipment which, after installation, shall have become fixtures.

(2) It shall have the remedies of a secured party under the Uniform Commercial Code, as presently constituted, including without limiting the generality of the foregoing, the right to take possession of the Equipment pursuant to Section 9-503 of said Code and the right to sell or otherwise dispose of any or all of the Equipment pursuant to Section 9-504 of said Code.

(3) It may require the Purchaser to assemble the Equipment and make it available to the Seller or Assignee at a place to be designated by the Seller or Assignee which is reasonably convenient to both parties. To the extent permitted by law, the Seller or Assignee or any purchaser of the Equipment upon resale after default by the Purchaser shall have the right to enter upon the premises of the Purchaser, to take possession of the Equipment, and to store the Equipment upon the premises of the Purchaser without charge, until arrangements for the removal thereof can conveniently be made.

(4) Expenses of retaking, holding, preparing for sale, selling or the like shall include the Seller's or Assignee's reasonable attorney's fees and legal expenses.

(B) With respect to Equipment installed in Wisconsin:

(1) If the Purchaser shall make default as hereinabove provided, then, at any time after such notice of or such declaration of acceleration and during the continuance of such default and upon compliance with any mandatory requirement of law applicable to the action to be taken by the Seller or Assignee, the Seller or Assignee at its option may take or cause to be taken by its agent or agents immediate possession of the Equipment and may sell, at public or private sale, the Equipment or any part thereof free from all claims of the Purchaser at law or in equity, upon such terms and in such manner and at such place or places as the Seller or Assignee may determine, either without or before or after taking possession of the Equipment and without having the Equipment at the place of sale, but all subject to any mandatory requirements of law applicable thereto; provided, however, that the Purchaser may and shall have a reasonable opportunity (i) in the case of any such public sale, to bid at such sale and (ii) in the case of any such proposed private sale, to purchase or provide a purchaser satisfactory to the Seller or Assignee for the Equipment, within ten days after notice by the Seller or Assignee to the Purchaser of such sale, at the same or a better price than that offered by the proposed purchaser at such sale. To the extent not prohibited by any legal requirements then in force and applicable to such sale, the Seller or Assignee may itself bid for and become the purchaser of the Equipment or any of it offered for sale without accountability to the Purchaser (except to the extent of surplus money received as hereinafter provided in the last sentence of this paragraph) and in payment of such purchase price the Seller or Assignee shall be entitled to the extent aforesaid to have credited on account thereof all sums due to the Seller or Assignee from the Purchaser. The proceeds of any such sale, and of any judgment collected by the Seller or Assignee pursuant to this Section, after deducting all charges and expenses (including such counsel fees as may be recoverable by law) incurred in connection therewith shall be applied to the payment, first, of any expenses incurred in retaking, keeping and storing the Equipment, and second, of the Purchase Price of the Equipment and any interest accrued thereon, and third, of all other sums payable by the Purchaser hereunder. If any surplus of such proceeds remains after the payment of the sums hereinabove mentioned, such surplus shall be paid to the Purchaser; and in case of a deficiency, the Purchaser agrees to pay such deficiency forthwith to the Seller or Assignee.

(2) In case the Seller or Assignee shall rightfully demand possession of the Equipment or sell the Equipment pursuant to this Agreement and shall reasonably designate a point or points upon the lines of railroad of the Purchaser for the delivery of the Equipment to it or to the purchaser of the Equipment, the Purchaser will, at its own expense, forthwith cause the Equipment to be removed and transferred to such point or points and will there delivery the same to the Seller or Assignee or to such purchaser, and the Seller or Assignee or such purchaser shall have the right to enter upon the premises of the Purchaser and retake the Equipment and to store the Equipment upon the premises of the Purchaser, without charge, until arrangements for the removal thereof can conveniently be made. The removal and delivery of the Equipment as hereinbefore provided are of the essence of this Agreement between the parties and upon application to any court of equity having jurisdiction in the premises, the Seller or Assignee shall be entitled to a decree requiring specific performance of such acts. The Purchaser agrees that neither upon the retaking of the Equipment by the Seller or Assignee or the purchaser thereof in the event of a default hereunder by the Purchaser nor as a condition precedent to such retaking shall the Seller or Assignee be required to refund to the Purchaser any portion of the Purchase Price of the Equipment theretofore paid by the Purchaser and the Purchaser expressly waives to the extent permitted by law any right it may have by law or by statute to the return of any part of such Purchase Price upon the retaking of the Equipment by the Seller or Assignee or such purchaser therof as aforesaid. Subject to any limitations provided by law, the sale or retaking of the Equipment shall not affect any right or cause of action which the Seller or Assignee may have or release the Purchaser from any obligation or liability upon or under this Agreement.

With respect to all of the foregoing provisions, concerning both Equipment installed in Illinois and Equipment installed in Wisconsin:

(1) The powers and remedies herein provided in case of default are not exclusive, but are cumulative, and are in addition to any other powers or remedies now or hereafter existing at law or in equity or under any statute; and

(2) All rights, remedies and powers provided for in this Section 25 may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Section 25 are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable.

(26) OBLIGATION SURVIVES LACHES OR DELAYS. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Seller or Assignee shall impair or affect the right of the Seller or Assignee thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence duly granted to the Purchaser shall not otherwise alter or affect the rights of the Seller or Assignee or the Purchaser's obligations hereunder.

The acceptance by the Seller or Assignee of any security or of any payment of or on account of any installment of the Purchase Price of the Equipment or of interest thereon maturing or accruing after any default or of any payment on account of any past default shall not be deemed a waiver of any right to take advantage of any other past or any future default.

(27) NO PAROL AGREEMENT. This Agreement exclusively and completely states the rights of General and the Purchaser with respect to the Equipment, including construction, delivery and installation thereof, and supersedes all other agreements, oral or written, with respect thereto. There are no understandings, agreements, representations or warranties, express or implied, not specified or referred to herein. No modification of any of the terms or conditions of this Agreement shall be valid in any event, and the Seller or Assignee and the purchaser expressly waive the right to rely thereon, unless made in writing duly executed by the Seller or Assignee and the Purchaser.

28. APPLICABLE LAW AND WAIVER. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Wisconsin; but the preceeding provisions of this sentence are not intended to derogate from any benefits, rights or remedies available to the Seller or Assignee under thelaws of Illinois. Any provision of this Agreement prohibited by, or in conflict with, or which by any applicable law would have the effect of converting this Agreement into an instrument other than an agreement of conditional sale, shall be ineffective, without modifying the remaining provisions of the Agreement. Where, however, the provisions of any laws in conflict with any provisions hereof may be waived, they are hereby waived by the Purchaser to the full extent permitted by law.

29. FILING, The Purchaser, at its own expense, shall cause this Agreement or proper financing statement, whichever is applicable, and the first assignment thereof or a statement of assignment, whichever is applicable, to be filed, registered or recorded, and re-filed, re-registered or re-recorded, in the States of Wisconsin and Illinois and wherever else required, and whenever required, for the proper protection of the title of the Seller or Assignee and of its rights hereunder and in and to the Equipment and any replacement or replacements thereof; and the Purchaser, at the written request of the Seller or Assignee, shall from time to time do and perform any other act and execute, acknowledge, deliver, file, register or record any and all further instruments required by law or reasonably requested by the Seller or Assignee for the purpose of protecting its title and rights or carrying out the intention of this Agreement; and the Purchaser will promptly furnish to the Seller or Assignee certificates or other evidences of all such filing, registratinn and recording, satisfactory to the Seller or Assignee.

30. STATEMENT OF COMPLIANCE. The Purchaser covenants and agrees to furnish to the Seller or Assignee, whenever reasonably required by the Seller or Assignee and at least once every year during the continuance of this Agreement, a certificate by a Vice President of the Purchaser (a) stating that the Purchaser has complied with all the provisions of this Agreement required to be complied with by the Purchaser up to the date of such certificate or stating the particulars or respects in which it has not so complied, and (b) stating that all the Equipment covered by Certificates of Inspection theretofore delivered pursuant to Section 6 hereof is in the Purchaser's possession and in service.or, if any part thereof has been replaced or is not in service, stating the extent to which replacements or repairs have been or are being made, including a description in reasonable detail of the parts of the Equipment replaced, repaired, undergoing repairs, or withdrawn from use.

31. SUCCESSORS AND ASSIGNS. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto, respectively, except to the extent otherwise specified herein.

32. ADDRESSES OF AND NOTICES TO THE PARTIES. The address of General is 801 West Avenue, Rochester 2, New York and the mailing address of the Purchaser is Soo Line Railroad Company, Soo Line Building, Minneapolis 40, Minnesota. Any notice hereunder to General shall be deemed to be properly served if delivered or mailed to General at its address as stated in this Sectinn 32 or at such other address as may have been furnished in writing to the Purchaser by General. Any notice hereunder to the Purchaser shall be deemed to be properly served if delivered or mailed to the Purchaser at its mailing address as stated in this Section 32 or at such other address as may have been furnished in writing to the Seller or Assignee by the Purchaser. Any notice hereunder to any assignee of General or of the Purchaser shall be deemed to be properly served if delivered or mailed to such assignee at such address as may have been furnished in writing to the Purchaser or to the Seller or Assignee as the case may be, by such assignee.

33. APPROVAL OF GOVERNMENTAL REGULATORY AGENCIES. It is understood and agreed that the obligations of the parties to this Agreement are specifically subject to and cnnditioned upon the issuance by all governmental regulatory agencies having and/or claiming jurisdiction therein of a final order or orders approving the installatinn and use of the Equipment as provided herein, without conditions requiring material changes in the terms of this Agreement. In the event of the failure of any of said regulatory agencies to issue such an order within 120 days from the date of this Agreement, or in the event of its issuing an order with such conditions, then the Purchaser may, at its option, by written notice to the Seller or Assignee, declare this Agreement inoperative in respect of all railway signaling equipment which at the date of such notice shall not have been delivered or manufactured or shall not then be in the process of manufacture pursuant to this Agreement, and this Agreement shall thereafter apply only (1) to such of the Equipment in respect of which this Agreement shall not have been so declared inoperative and (2) to any costs which have been incurred hereunder prior to such date, and the Purchaser shall deliver to the Seller or Assignee a Certificate of Final Inspection covering all of the Equipment to which this Agreement shall thereafter apply and a Final Certificate of Cost signed by a Vice President of the Purchaser and certifying the Purchase Price thereof, as promptly as such Purchase Price can reasonably be determined.



34. EXECUTION. General and the Purchaser shall execute one original of this Agreement which shall be retained by General and which, in the event of an assignment by General, shall be delivered by it to the assignee. In addition, the parties shall sign only such additional copies of this Agreement as are required to be filed under the laws of the States of Illinois and Wisconsin. General agrees, in view of the foregoing, to give Purchaser such conformed copies as it may reasonably require. Said copies shall be certified under oath to be true and complete conformed copies in all respects of the original of this Agreement by the officer executing this Agreement for General, or such other officer as may be authorized in the absence of the officer executing this Agreement. Although this Agreement is dated for convenience as of May 1, 1963, it was executed by the parties hereto on the respective dates stated in the acknowledgments hereto annexed and delivered and made by all parties hereto on the date stated in the acknowledgment of General.

IN WITNESS WHEREOF, General and Purchaser have caused this instrument to be executed in their respective names by their respective officers, thereunto duly authorized, and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

GENERAL RAILWAY SIGNAL COMPANY
(a Division of General Signal Corporation)

By . . . /s/ JOHN. W..PORTER . . . . . .
John W. Porter
Executive Vice President

Attest . /s/ GEORGE H. BARBOUR . . . . . .
George H. Barbour
Secretary

Signed, sealed and delivered by
General Railway Signal Company (a
Division of General Signal Corporation),
in the presence of:

/s/ CHARLES W. DOERR
. . . . . .

(CORPORATE SEAL)

. . . /s/ GIENN V. KUNZ . . . . . .

SOO LINE RAILROAD COMPANY

By . . . . . /s/ J. D. BOND . . . . . .
Executive Vice President

Attest . . /s/ THOMAS M. BECKLEY . . . . . .
Secretary

Signed, sealed and delivered by
Soo Line Railroad Company,
in the presence of:

. . . /s/ ROBERT G. GEHRZ . . . . . .

(CORPORATE SEAL)

. . /s/ CONSTANCE Q. FELTH. . . . . .

SCHEDULE A

TO CONDITIONAL SALE AGREEMENT DATED AS OF MAY 1, 1963, BETWEEN GENERAL RAILWAY SIGNAL COMPANY and SOO LINE RAILROAD COMPANY (hereinafter called the Purchaser).

The equipment covered by the aforesaid Agreement is a Centralized Traffic Control System as the same shall be installed to operate a remote control system of power operated switches and signals on that portion of the line of railroad of Purchaser as is now located and in operation between Waukesha, Waukesha County, Wisconsin, and Schiller Park, Cook County, Illinois a distance of 78 miles, more or less, at chaining station locations based on a point located on the center line of Madison Street in Forest Park, Cook County, State of Illinois, 29 feet east of Bench Mark 47.48 which is at the foot of Telegraph Pole 31-4L, said point being Chaining Station 515 plus 51 in a series of chaining stations commencing at Grand Central Station in the City of Chicago, Cook County, State of Illinois, such Centralized Traffic Control System being more particularly described as follows:

An addition to the control machine in the Dispatcher's Office at Stevens Point, Portage County, Wisconsin, together with and as connected by wire and cable with the following described system of signals and switches, all as the same shall be installed at approximately the following chaining stations:

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| Chaining Station<br>13153 plus 20<br>Southeast Quarter of<br>Southeast Quarter<br>(SE 1/4 SE 1/4) Section 32, Township 24 North<br>Range 8 East Portage County, Wisc. | One (1) addition to existing control machine and coding equipment at Dispatcher's Office at Stevens Point |
| Chaining Station<br>5137 plus 14<br>Southeast Quarter of<br>Southeast Quarter<br>(SE 1/4 SE 1/4) Section 3, Township 6 North<br>Range 19 East Waukesha East, Waukesha County, Wisc. | A bungalow wired with control relays, rectifieers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to the existing spring switch and existing signals, case, pole line and track. |
| Chaining Station<br>4842 plus 46<br>Southeast Quarter of<br>Southwest Quarter<br>(SE 1/4 SW 1/4) Section 33, Township 6 North<br>Range 19 East Vernon West, Waukesha County, Wisc. | A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to the existing spring switch and existing case, signals, pole line and track. |
| Chaining Station<br>4778 plus 56<br>Northwest Quarter of<br>Southeast Quarter<br>(NW 1/4 SE 1/4) Section 5, Township 5 North<br>Range 19 East Vernon East, Waukesha County, Wisc. | One (1) power operated switch machine. A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to such switch machine, and existing signals, case, pole line and track |
| Chaining Station<br>3904 plus 86<br>Southeast Quarter of<br>Southeast Quarter<br>(SE 1/4 SE 1/4)<br>Section 19, Township 3 North<br>Range 19 East Burlington West, Racine County, Wisc. | A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to the existing spring switch, and existing case, signals, pole line and track |
| Chaining Station<br>3848 plus 55<br>Southwest Quarter of<br>Southwest Quarter<br>(SW 1/4 SW 1/4) Section 29, Township 3 North<br>Range 19 East Burlington East, Racine County, Wisc. | One (1) power operated switch machine. A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to such switch machine, and existing signals, case, pole line and track |
| Chaining Station<br>3240 plus 83<br>Northwest Quarter of<br>Southwest Quarter<br>(NW¼ SW¼)'<br>Section 17, Township 1 North<br>Range 20 East<br>Silver Lake West,<br>Kenosha County, Wisc. | A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to the existing spring switch, and existing case, signals, pole line and track. |
| Chaining Station<br>3182 plus 87<br>Northeast Quarter of<br>Northeast Quarter<br>(NE¼ NE¼)<br>Section 20, Township 1 North<br>Range 20 East<br>Silver Lake East,<br>Kenosha County, Wisc. | One (1) power operated switch machine. A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to such switch machine, and existing signals, case, pole line and track. |
| Chaining Station<br>2744 plus 73<br>Southeast Quarter of<br>Southeast Quarter<br>(SE 1/4 SE 1/4) Section 29, Township 46 North<br>Range 10 East Lake Villa West, Lake County, Ill. | A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to the existing spring switch, and existing case, signals, pole line and track |
| Chaining Station<br>2680 plus 98<br>Northwest Quarter of<br>(NW 1/4 NW 1/4)<br>Section 4, Township 45 North<br>Range 10 East Lake Villa East, Lake County, Ill. | One (1) power operated switch machine. A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to such switch machine and existing signals, case, pole line and track |
| Chaining Station<br>2424 plus 45<br>Southwest Quarter of<br>Northwest Quarter<br>(SW 1/4 NW 1/4) Section 26, Township 45 North<br>Range 10 East, Grays Lake West, Lake County, Ill. | One (1) electric switch lock. A welded steel case wired complete with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to said electric lock, pole line and track. |



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| Chaining Station<br>2394 plus 22<br>Southeast Quarter of<br>Southwest Quarter<br>(SE 1/4 SW 1/4) Section 26, Township 45 North<br>Range 10 East Grays Lake East, Lake County, Ill. | One (1) electric switch lock. A welded steel case wired complete with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to said electric lock, pole line and track |
| Chaining Station<br>2138 plus 24<br>Southwest Quarter of<br>Northwest Quarter<br>(SW 1/4 NW 1/4) Section 19, Township 44 North<br>Range 11 East Mundelein West, Lake County, Ill. | One (1) electric switch lock. A welded steel case wired complete with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to said electric lock, pole line and track |
| Chaining Station<br>2083 plus 99<br>Southeast Quarter of<br>Northwest Quarter<br>(SE 1/4 nw 1/r) Section 30, Township 44 North<br>Range 11 East Mundelein East, Lake County, Ill. | One (1) electric switch lock. A welded steel case wired complete with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to said electric lock, pole line and track |
| Chaining Station<br>2056 plus 10<br>Northwest Quarter of<br>Southeast Quarter<br>(NW1/4 SE1/4) Section 30, Township 44 North<br>Range 11 East Leithton West, Lake County, Ill. | A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to the existing spring switch, and existing case, signals, pole line and track. |
| Chaining Station<br>2003 plus 15<br>Northwest Quarter of<br>Southwest Quarter<br>(NW1/4 SW1/4) Section 32, Township 44 North<br>Range 11 East Leithton East, Lake County Ill. | One (1) power operated switch machine. A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to such switch machine, and existing signals, case, pole line and track. |
| Chaining Station<br>1574 plus 18<br>Northeast Quarter of<br>Northeast Quarter<br>(NE1/4 NE1/4) Section 10, Township 42 North<br>Range 11 East Wheeling West, Cook County, Ill. | A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to the existing spring switch, and existing case, signals, pole line and track |
| Chaining Station<br>1532 plus 16<br>Southwest Quarter of<br>Southwest Quarter<br>(SW1/4 sW1/4) Section 11, Township 42 North<br>Range 11 East Wheeling Cross-over, Cook County, Ill. | One (1) electric switch lock. A welded steel case wired complete with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to said electric lock, pole line and track |
| Chaining Station<br>1475 plus 60<br>Southwest Quarter of<br>Southeast Quarter of<br>(SW1/4 SE1/4) Section 14, Township 42 North<br>Range 11 East, Wheeling East, Cook County, Ill. | One (1) power operated switch machine. A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to such switch machine, and existing signals, case, pole line and track. |
| Chaining Station<br>1249 plus 96<br>Northeast Quarter of<br>Northwest Quarter<br>(NE1/4 NW1/4) Section 17, Township 41 North<br>Range 12 East Des Plaines, Benj.Spur, Cook County, Ill. | One (1) electric switch lock. A welded steel case wired complete with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to said electric lock, pole line and track. |
| Chaining Station<br>1205 plus 33<br>Northeast Quarter of<br>Northwest Quarter<br>(NE1/4 NW1/4)<br>Section 20, Township 41 North<br>Range 12 East, Des Plaines West, Cook County, Ill. | One (1) electric switch lock. A welded steel case wired complete with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to said electric lock, pole line and track. |
| Chaining Station<br>1153 plus 10<br>Southwest Quarter of<br>Southeast Quarter<br>(SW1/4 SE1/4) Section 20, Township 41 North<br>Range 12 East Des Plaines East, Cook County, Ill. | One (1) electric switch lock. A welded steel case wired complete with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to said electric lock, pole line and track |
| Chaining Station<br>1048 plus 59<br>Southwest Quarter of<br>Southwest Quarter<br>(SW1/4 SW1/4) Section 33, Township 41 North<br>Range 12 East Schiller Park West, Cook County, Ill. | One (1) power operated switch machine. A bungalow wired with control relays, rectifiers, transformers, terminals, lightning arresters and necessary sundry apparatus and connected by wire and cable to such switch machine, and existing signals, case, pole line and track. |

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SCHEDULE B

TO CONDITIONAL SALE AGREEMENT DATED as of May 1, 1963, BETWEEN GENERAL RAILWAY SIGNAL COMPANY and SOO LINE RAILROAD COMPANY (the defined terms therein being used herein).

1. It is estimated that the cost of the installed Centralized Traffic Control System covered by the Agreement (hereinafter called the Equipment) will be approximately $424,000.00. The Purchaser agrees to pay the actual cost (hereinafter called the Purchase Price) of the Equipment, which cost shall comprise the following and only the following:

(a) The cost, determined as provided in this subdivision (a) (and in every case including freight charges to point of delivery to the Purchaser at Slinger, Wisconsin ) of all railway signaling equipment included in the Equipment, shall be

(1) in the case of such of the Equipment as is manufactured by General and engineering furnished by General, General's list prices where available, and where not available, prices shown in detailed covering invoices, and

(2) in the case of such of the Equipment as is not manufactured by General and is purchased by General from third parties, either directly or through the Purchaser as General's agent and for General's account, the net invoice prices paid by General;

(b) Cost of all labor, materials and supplies required for the installation of the Equipment;

(c) The following miscellaneous costs: compensation of engineers and draftsmen, cost of superintendence and inspection, and cost of (1) work train service and other necessary transportation, (2) labor for handling all equipment, material and supplies required for the Equipment, including wages of necessary storekeepers, (3) camp car cooks and supplies, (4) traveling expenses of all employees engaged in installation of the Equipment (5) in addition to direct wages, all taxes based on such wages which it will be necessary to pay incident to the Railroad Retirement Act and the Railroad Unemployment Insurance Act, plut 5% vacation allowance, (6) legal fees, printing costs, filing fees and other charges relating to this Agreement and the first Assignment of the Agreement exclusive of fees charged by general counsel for General and (7) such other items, to the extent that such items are agreed upon by General and the Purchaser as are properly chargeable to capital accounts in respect of the Equipment under the Uniform System of Accounts for Railroad Companies of the Interstate Commerce Commission;

(d) Interest at the rate of 5% per annum to be computed on the basis of a year of 365 days on all funds advanced or caused to be advanced by General, as hereinafter set out in Sections III and IV hereof, such interest to accrue in the case of each such advance from the date of such advance and to be paid out of such funds against statements rendered by General from time to time. Interest on such funds shall cease to accrue, as follows: (1) such interest shall cease to accrue on June 1, 1964, on the amount of such funds which shall have been disbursed by the Purchaser prior to said date, as set forth in the Preliminary Certificate of Cost or Final Certificate of Cost referred to below in this Section I, whichever shall have been delivered by said date; and (2) such interest shall cease to accrue on the date of delivery of the Final Certificate of Cost on the amount, if any, of such funds which may be disbursed by the Purchaser on or after June 1, 1964, as set forth in the Final Certificate of Cost; and

(e) All premiums for insurance if any covering risks in repect of loss or damage to property or injury to or death of persons in connection with the possession or installation of any part of the Equipment and prior to the delivery of a Certificate of Inspection in respect thereof.

If a Certificate of Final Inspection shall have been delivered purusant to Section 6 of the Agreement by June 1, 1964, the Purchaser shall deliver to General on June 1, 1964, a Final Certificate of Cost signed by a Vice President of the Purchaser certifying that the Purchase Price of all of the Equipment is as stated in such Final Certificate of Cost.

If a Certificate of Final Inspection shall not have been delivered pursuant to Section 6 of the Agreement by June 1, 1964:

(A) the Purchaser shall deliver to General on June 1, 1964, a Preliminary Certificate of Cost signed by a Vice President of the Purchaser certifying the Purchase Price of the Equipment incurred to said date.

(B) on the date of delivery of a Certificate of Final Inspection pursuant to Section 6 of the Agreement, the Purchaser shall deliver to General a Final Certificate of Cost signed by a Vice President of the Purchaser certifying that the balance of the Purchase Price of the Equipment not covered by the Preliminary Certificate of Cost is as stated in the Final Certificate of Cost.

II. Payment of the Purchase Price of the Equipment shall be made as follows:

(a) If a Final Certificate of Cost shall have been delivered pursuant to Section I hereof on or before June 1, 1964, the Purchaser shall pay to the Seller or Assignee on Junel, 1964, a sum equal to either (i) the amount by which the Purchase Price exceeds $339,200.00 or (ii) 20% of the Purchase Price, whichever is the greater; and the balance of $339,200.00 or 80% of the Purchase Price, whichever is the lesser, shall be paid by the Purchaser to the Seller or Assignee in twenty (20) equal quarterly installments (to the nearest cent), beginning September 1, 1964, together with interest at the rate of 5% per annum accruing from June 1, 1964, on the amount of such balance remaining unpaid from time to time, the first installment of interest to be paid on September 1, 1964, and subsequent installments of such balance and of such interest to be paid on the first day of each December, March, June and September thereafter until such balance has been fully paid, the final installments of such balance and of such interest being payable on June 1, 1969.



(b) In the event that a Final Certificate of Cost shall not have been delivered pursuant to Section 33 of the Agreement or Section I hereof by June 1, 1964:

(1) The Purchaser shall make to the Seller or Assignee on June 1, 1964 an initial payment equal to the greater of (i) 20% of the part of the Purchase Price specified in the Preliminary Certificate of Cost delivered pursuant to subdivision (A) of Section I hereof, or (ii) the amount by which such part of the Purchase Price exceeds $339,200.00; and upon the subesequent delivery of the Final Certificate of Cost pursuant to subdivision (b) of said Section I the Purchaser shall pay to the Seller or Assignee such additional amount, if any, as, when added to said initial payment, shall in the aggregate equal the greater of (i) 20% of the total Purchase Price of the Equipment (as specified in the aforesaid Preliminary Certificate of Cost), or (ii) the amount by which such total Purchase Price exceeds $339,200.00; and upon the subsequent delivery of the Final Certificate of Cost pursuant to subdivision (B) of said Section I the Purchaser shall pay to the Seller or Assignee such additional amount, if any, as, when added to said initial payment, shall in the aggregate equal the greater of (i) 20% of the total Purchase Price of the Equipment (as specified in the aforesaid Preliminary Certificate of Cost and Final Certificate of Cost), or (ii) the amount by which such total Purchase Price exceeds $339,200.00; and

(2) On September 1, 1964, and on the first day of each December, March, June and September thereafter to and including June 1, 1969, if any balance of Purchase Price of the Equipment (as specified in the aforesaid Preliminary Certificate of Cost and/or Final Certificate of Cost) shall then remain unpaid, the Purchaser shall pay to the Seller or Assignee $16,960.00 of such unpaid balance of Purchase Price (but not in excess of such unpaid balance) together with unpaid interest on such unpaid balance at the rate of 5% per annum accruing from June 1, 1964 on the part of the Purchase Price covered by the Preliminary Certificate of Cost and from the date of delivery of the Final Certificate of Cost on the part of the Purchase Price covered by the Final Certificate of Cost.

(c) In the event that a Certificate of Final Inspection and a Final Certificate of Cost shall be delivered pursuant to Section 33 of the Agreement, the Purchaser shall pay to the Seller or Assignee the Purchase Price specified in said Final Certificate of Cost in 12 approximately equal monthly installments beginning on the first day of the month next succeeding the date of delivery of said Final Certificate of Cost, together with interest at the rate of 5% per annum accruing from such date on the amount of the balance of such Purchase Pirce remaining unpaid from time to time.

III. General agrees that it will deliver, or cause to be delivered, all railway signal equipment referred to in subdivision (a) of Section I hereof manufactured or furnished by it to the Purchaser on the Purchaser's tracks at Slinger, Wisconsin.

All material and supplies required for the installation of the Equipment will be manufactured or furnished by General or purchased by General through the Purchaser acting for account of General as agent of General. The Purchaser agrees that, acting as agent for General and for General's account, it will purchase from third parties such materials and supplies for use in the Equipment as General may request the Purchaser to purchase.

General will, from time to time, furnish or cause to be furnished the necessary funds to the Purchaser, to be kept in a special checking account separate and apart from all other funds of the Purchaser, with which to make payments for materials and supplies manufactured or furnished by General or purchased by it through the Purchaser as aforesaid. The Purchaser agrees that it will deposit all funds furnished by General pursuant to this Section III and Section IV hereof and no other funds in such separate checking account and will furnish General with the details of all such purchases and of all payments from such account and will keep the necessary records and accounts to enable it to do so and that upon delivery of the Final Certificate of Cost pursuant to Section 33 of the Agreement or Section I hereof, it will repay forthwith to the Seller any unexpended balance of the monies delivered to it. The Purchaser further agrees that no check will be drawn on such account payable to the Purchaser.

The Purchaser agrees further that it will not mingle with its other property the equipment, materials and supplies acquired for the installation of the Equipment.

IV. The Purchaser agrees that, acting as agent for General and for General's account it will perform all the work of installing the Equipment, without any responsibility or liability, however, for any delay caused by fire, strike, accident, civil or military authority, or by insurrection or riot, or by any other cause which is unavoidable or beyond the reasonable control of the Purchaser or in any event for consequential damages, General will, from time to time, and always prior to the performance of the work of installation as it progresses, furnish or cause to be furnished the necessary funds to the Purchaser, to be kept in the special checking account referred to in Section III hereof, and the purchaser agrees that it will pay from the funds so furnished and not otherwise all of the cost of the Equipment described in Section I hereof and of the cost of installation thereof and will furnish General with the details of such payments in accordance with the records and accounts kept by it for that purpose.

The detailed plans necessary for the installation of the Equipment shall be prepared under the supervision of the Assistant Chief Engineer, Signals and Communications, of the Purchaser, who shall furnish such engineering service, supervision and inspection as he deems necessary for the proper installation of the Equipment, all as agent for General and for General's account and as part of the cost of installation of the Equipment referred to in subdivision (c) of Section I hereof.

V. in respect of all loss or damage to property of, or of injury to or death of any persons caused by, or claimed to be caused by, or in connection with, the installation labor furnished by the Purchaser as agent for General, as herein provided, it is understood and agreed that the Purchaser shall assume full responsibility therefor and will hold the Seller or Assignee harmless from all losses, damages, claims and judgments arising from or growing out of the acts or omissions of such labor and of the Purchaser, itself, in connection therewith.

STATE OF NEW YORK )
COUNTY OF MONROE ) SS.:

Be it remembered that on this 1st day of July, 1963, before me personally came and appeared JOHN W. PORTER, to me known and known to me personally to be the EXECUTIVE VICE PRESIDENT of General Railway Signal Company, a division of General Signal Corporation, a corporation of the State of New York and a party to the foregoing instrument, and GEORGE H. BARBOUR, to me known and known to me personally to be the SECRETARY of said General Railway Signal Company, a division of said General Signal Corporation, both of whom being by me duly sworn, did severally depose, say and acknowledge that said JOHN W. PORTER resides at 124 Sylvania Road, Rochester, New York, and is the Executive Vice President of General Railway Signal Company, a division of General Signal Corporation, the corporation described in and which executed the foregoing instrument; that said GEORGE H. BARBOUR resides at 95 Church Hill Road, Henrietta, New York, and is the Secretary of said General Railway Signal Company, a division of said General Signal Corporation, the corporation described in and which executed the foregoing instrument; that they know the seal of said General Signal Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation, and that they signed their names thereto by like order and, as such Executive Vice President and Secretary, being authorized, so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Executive Vice President and Secretary, respectively, of General Railway Signal Company, a division of said corporation; and they acknowledge the said instrument to be their own free acts and deeds and the free act and deed of said corporation; that the signatures of such Executive Vice President and Secretary are their own proper handwriting; that the seal affixed is the corporate seal of the said corporation and that their act of sealing, executing and delivering said instrument was duly authorized by resolution of the Board of Directors of the said corporation.

Given under my hand and seal of office the day and year aforesaid, and in witness whereof I hereunto set my hand and official seal.

...../s/.FOREST.A..BLOOD.....
NOTARY PUBLIC

STATE OF NEW YORK )
COUNTY OF MONROE ) SS
OFFICE OF THE COUNTY CLERK

(SEAL)

I, A. GOULD HATCH, Clerk of the County of Monroe, of the County Court of said County, and of the Superme Court, both being Courts of Record, having a common seal, DO CERTIFY, that ../s/.FOREST.A..BLOOD..... before whom the annexed Oath, Affidavit, Acknowledgment, purports to have been made or taken, and certified by him, was at the time of the making or taking thereof, a NOTARY PUBLIC in and for said State, and was duly authorized to take the same, and was authorized by the laws of this State to take and certify the acknowledgment and proof of deeds to be recorded in this State; that I am well acquainted with his handwriting and verily believe his signature thereto is genuine and that such officer is not required by law to have a seal nor is he required to have a specimen impression thereof filed or deposited in this office, or recorded, filed or deposited in any other place.

In Witness Whereof, I have hereunto set my hand and the official seal of said Courts this 1st day of July, 1963.

/s/ GOULD HATCH Clerk

A 968

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

On this 26th day of June, 1963, before me, H. E. Sidnam, the undersigned officer, personally appeared J. D. Bond and Thomas M. Beckley, personally known to me to be the same persons who signed the foregoing instrument on behalf of SOO LINE RAILROAD COMPANY, a Minnesota corporation, and being first duly sworn by me, acknowledged themselves to be, respectively, the Executive Vice President and Secretary of said Company and severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free and voluntary act and the free and voluntary act of said Company for the use and purposes therein contained and set forth, by signing the name of said Company by themselves as such officers, and that THOMAS M. BECKLEY, as Secretary of said Company, affixed the corporate seal of said Company to said instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official notarial seal this 26th day of June, 1963.

(NOTARIAL SEAL)

...../s/.H..E..SIDNAM.....
Notary Public, Hennepin County

My Commission expires: H. E. SIDNAM
NOTARY PUBLIC, HENNEPIN COUNTY, MICH.
MY COMMISSION EXPIRES AUG. 11, 1964

NO. 29965



NOTARY CERTIFICATE (AFFIDAVIT) C.C. 38 2400

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

According to Minnesota State law, no record or impression of Notary Public Seal is required to be filed in this office.

I, PHILLIP C. SCHMIDT, Clerk of the District Court for the County of Hennepin, Fourth Judicial District of the State of Minnesota, the same being a court of record and having a seal, do hereby certify that /s/ H. E. SIDNAM whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, was, at the time of taking such proof or acknowledgment a Notary Public, in and for said County, residing in said County, and duly authorized by the laws of said state to take and certify acknowledgments or proofs of deeds of lands in said state, that I am well acquainted with the handwriting of the said Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said District Court, at the City of Minneapolis, in said County this 26th day of June, A. D., 1963.

/s/ PHILIP C. SCHMIDT
clerk

STATE OF WISCONSIN )
Department of State ) ss.
Received this 3rd day of
July A. D. 19 63 at 1:25
o'clock P M. and recorded in Vol.
47 of R R M
on page 198-218 (182-185)
Secretary of State

INDEXED

(Rec 4/18)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF LA CROSSE, LA CROSSE COUNTY
FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

FRANK-LEN, INC.

DATED, OCTOBER 2, 1962

---

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto FRANK-LEN, Inc., a Wisconsin Corporation, of La Crosse, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of La Crosse, County of La Crosse, and State of Wisconsin, and described as follows, to wit:

Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Twenty-seven (27), in the Original Plat of the Town of La Crosse (now the City of La Crosse) in Section Thirty-One (31), Township Sixteen (16) North, Range Seven (7) West of the Fourth Principal Meridian.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 2nd day of October, 1962 A.D., Nineteen Hundred and Sixty-Two.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By W. K. STEVENS
VICE PRESIDENT

ATTEST:

D. S. FARLEY
ASSISTANT SECRETARY

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

N. NEHER

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, J. E. MATZKE, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and D. S. FARLEY to me personally known and known to me, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides in Hinsdale, Illinois and that D. S. FARLEY resides in Deerfield, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois this 2nd day of October A.D., Nineteen Hundred and Sixty-Two.

J. E. MATZKE
Notary Public
In and for the County of Cook in
the State of Illinois.

(SEAL)

My Commission as such
Notary Public Expires: May 31, 1965.

STATE OF WISCONSIN }
DEPARTMENT OF STATE } SS.

Received this 2nd day of August A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 219-220.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Rec 8/30)

R E L E A S E
OF CERTAIN LAND IN CITY OF LA CROSSE, LA CROSSE COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
FRANK-LEN, INC.
DATED, OCTOBER 9, 1962

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto FRANK-LEN, INC., a Wisconsin Corporation, of La Crosse, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of La Crosse, County of La Crosse, and State of Wisconsin, and described as follows, to wit:

Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Twenty-seven (27), in the Original Plat of the Town of La Crosse (now City of La Crosse) in Section Thirty-One (31), Township Sixteen (16) North, Range Seven (7) West of the Fourth Principal Meridian.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplmented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 9th day of October A.D., Nineteen Hundred and Sixty-two.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

_____

_____

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR. and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM,Jr. resides at 261 West 11th Street, New York, N.Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N.Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 9th day of October, 1962, A.D., Nineteen Hundred and Sixty-Two.

JOHN L. BERVAR
NOTARY PUBLIC
In and for the County of New York in
the State of New York.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 2nd day of August A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 221-222.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY OF FOND DU LAC, FOND DU LAC COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
DONALD F. DENGEL
DATED, JULY 23, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended,

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto DONALD F. DENGEL, of Fond du Lac, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fond du Lac, County of Fond du Lac,and State of Wisconsin, and described as follows, to wit:

The West Half (W ½) of Lots Thirteen (13) and Fourteen (14) in Block Twelve (12), according to the Original Plat of the City of Fond du Lac, except that part lying within a line drawn parallel with and distant Twenty (20) feet Easterly of and measured at right angles to the center line of the main track of the Chicago and North Western Railway Company, from Fond du Lac to Peebles, as now located and established.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 23rd day of July A.D., Nineteen Hundred and Sixty-Three.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

BY R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

WITNESSES:

TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

J. O. LOLLINGER

J. G. HOFT

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, R. STOLTZ a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 23rd day of July A.D., Nineteen Hundred and Sixty-Three.

R. STOLTZ
Notary Public
In and for the County of Cook in the State of Illinois
My Commission as such Notary Public Expires March 10, 1964.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 9th day of August A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 223-224.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Doc #152)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF FOND DU LAC, FOND DU LAC COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

DONALD F. DENGEL

DATED, JULY 31, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto DONALD F. DENGEL, of Fond du Lac, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fond du Lac, County of Fond du Lac, and State of Wisconsin, and described as follows, to wit:

The West Half (W ½) of Lots Thirteen (13) and Fourteen (14) in Block Twelve (12) according to the Original Plat of the City of Fond du Lac, except that part lying within a line drawn parallel with and distant Twenty (20) feet Easterly of and measured at right angles to the center line of the main track of the Chicago and North Western Railway Company, from Fond du Lac, to Peebles, as now located and established.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Senior Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 31st day of July A.D., Nineteen Hundred and Sixty-Three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid

(SEAL)

By WILLIAM D. CARR
Senior Vice President

ATTEST:

H. Oppenheim
Assistant Secretary

WITNESS:
To The Signatures of the Officers of
Chemical Bank New York Trust Company

D. Suite

R. W. Wagner

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that WILLIAM D. CARR and H. OPPENHEIM to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that WILLIAM D. CARR resides at 110 East End Avenue, New York 28, N. Y. and that H. OPPENHEIM resides at 347 Warwick Ave., Mt. Vernon, N. Y.and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 31st day of July A.D., Nineteen Hundred and Sixty-Three.

JOHN L. BERVAR
Notary Public
In and for the County of New York in the State of New York.
NO. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1964

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 9th day of August A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 225-226.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Fee $2.=)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF LAKE MILLS, COUNTY OF JEFFERSON

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

CYRIL J. OLSON and KATHERINE R. OLSON

DATED, JULY 26, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended. FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto CYRIL J. OLSON and KATHERINE R. OLSON, his wife, as Joint Tenants of Lake Mills, Wisconsin all of the right title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Lake Mills, County of Jefferson, and State of Wisconsin, and described as follows, to wit:

That part of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Twenty-Three (23), Township Seven (7) North, Range Thirteen (13) East, described as follows, to wit: Beginning at a point on the West line of Depot Street, as said Depot Street is now located and established in Lake Mills, Wisconsin, distant Twenty-Five (25) feet North, as measured perpendicularly from the center line of the Chicago and North Western Railway Company's Track Number I.C.C. 46; thence West parallel with said center line, a distance of Two Hundred Forty (240) feet; thence North along a line drawn perpendicularly to the last described line, a distance of One Hundred (100) feet, more or less, to a point One Hundred Seventy-Five (175) feet North, as measured perpendicularly from the center line of said Railway Company's main track, as said main track is now located and established; thence East parallel with said center line of the main track, a distance of Two Hundred Forty (240) feet, more or less, to said West line of Depot Street; thence South along said West line of Depot Street to the point of beginning.

ALSO: That part of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Twenty-Four (24), Township Seven (7) North, Range Thirteen (13) East, described as follows, to wit: Commencing at the intersection of the West line of said Quarter Quarter Section and the center line of the main track of said Railway Company; thence East along said center line, a distance of Seven Hundred Fifty-Eight (758) feet; thence North parallel with said West line of said Quarter Quarter Section to a point Fifty (50) feet North as measured perpendicularly from said center line of the main track. Last said point being the point of beginning of the lands herein to be conveyed; thence North parallel with said West line of said Quarter/Section, a distance of One Hundred Twenty-Five (125) feet, more or less, to a point One Hundred Seventy-Five (175) feet North, as measured perpendicularly from said center line of the main track; thence West parallel with said center line of the main track; ~~thence West parallel with said center line of the main track,~~ a distance of One Hundred Ninety (190) feet; thence South parallel with said West line of said Quarter Quarter Section, a distance of One Hundred Twenty-Five (125) feet, more or less, to a

point Fifty (50) feet North, as measured perpendicularly from said center line; thence East parallel with said center line, a distance of One Hundred Ninety (190) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust officers this 26th day of July A.D., Nineteeen Hundred and Sixty-Three.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By R. R. MANCHESTER
Vice President

Attest:

A. L. McKEE
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

C. N. SIMPSON, JR.

O. J. TENDALL

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, NORMAN NEHER a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 26th day of July A.D., Nineteen Hundred and Sixty-Three.

(NOTARIAL SEAL)

NORMAN NEHER
Notary Public
In and for the County of Cook in the
State of Illinois.
My Commission as such Notary Public
Expires: Dec. 16, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS

Received this 14th day of August A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 227-228.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E

OF CERTAIN LAND IN THE CITY OF LAKE MILLS, COUNTY OF JEFFERSON
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
CYRIL J. OLSON and KATHERINE R. OLSON
DATED, AUGUST 7, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto CYRIL J. OLSON and KATHERINE R. OLSON, his wife, as Joint Tenants, of Lake Mills, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Lake Mills, County of Jefferson, and State of Wisconsin, and described as follows, to wit:

That part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE$\frac{1}{4}$) of Section Twenty-Three (23), Township Seven (7) North, Range Thirteen (13) East, described as follows, to wit: Beginning at a point on the West line of Depot Street, as said Depot Street is now located and established in Lake Mills, Wisconsin, distant Twenty-Five (25) feet North, as measured perpendicularly from the center line of the Chicago and North Western Railway Company's Track Number I.C.C. 46; thence West parallel with said center line, a distance of Two Hundred Forty (240) feet; thence North along a line drawn perpendicularly to the last described line, a distance of One Hundred (100) feet, more or less, to a point One Hundred Seventy-Five (175) feet North, as measured perpendicularly from the center line of said Railway Company's main track, as said main track is now located and established; thence East parallel with said center line of the main track, a distance of Two Hundred Forty (240) feet, more or less, to said West line of Depot Street; thence South along said West line of Depot Street to the point of beginning.

ALSO: That part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW$\frac{1}{4}$) of Section Twenty-Four (24), Township Seven (7) North, Range Thirteen (13) East, described as follows, to wit: Commencing at the intersection of the West line of said Quarter Quarter Section and the center line of the main track of said Railway Company; thence East along said center line, a distance of Seven Hundred Fifty-Eight (758) feet; thence North parallel with said West line of said Quarter Quarter Section to a point Fifty (50) feet North as measured perpendicularly from said center line of the main track. Last said point being the point of beginning of the lands herein to be conveyed; thence North parallel with said West line of said Quarter Quarter Section, a distance of One Hundred Twenty-Five (125) feet, more or less, to a point One Hundred Seventy-Five (175) feet North

as measured perpendicularly from said center line of the main track; thence West parallel with said center line of the main track, a distance of One Hundred Ninety (190) feet; thence South parallel with said West line of said Quarter Quarter Section, a distance of One Hundred Twenty-Five (125) feet, more or less, to a point Fifty (50) feet North, as measured perpendicularly from said center line; thence East parallel with said center line, a distance of One Hundred Ninety (190) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its assistant secretaries this 7th day of August A.D., Nineteen Hundred and Sixty-Three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, Jr.
Vice President

ATTEST:

M. F. BADAMI
Assistant Secretary

WITNESS:
To the Signatures of the Officers of
Chemical Bank New York Trust Company

D. Suits

D. F. Harris

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, Jr., and M. F. BADAMI to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, Jr. resides at 261 West 11th Street, New York, N. Y. and that M. F. BADAMI resides at 231 Dorchester Road, Garden City South, N.Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 7th day of August A.D., Nineteen Hundred and Sixty-Three.

John L. Bervar
Notary Public
In and for the County of New York in
the State of New York - No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1964.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 14th day of August A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 229-230.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E

OF CERTAIN LAND IN THE COUNTY OF LaCROSSE
FROM LIEN OF
FIRST AND REFUNDING MORTGAGE OF FEBRUARY 1, 1921 AND
SUPPLEMENTS OF AUGUST 1, 1945, FEBRUARY 1, 1950 & FEBRUARY 1, 1958

BY

THE FIRST NATIONAL CITY BANK OF NEW YORK & JACOB M. FORD, II, TRUSTEES

TO

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DATED, AUGUST 20, 1963

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: That First National City Bank (successor by merger to The First National Bank of the City of New York), a national banking association, incorporated and existing under the laws of the United States of America, and Jacob M. Ford, II, (by succession to Frazier L. Ford), Trustees, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby remise, release, and quitclaim unto the Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, all right, title, interest, claim or demand whatsoever said First National City Bank and Jacob M. Ford, II, Trustees may have acquired in, through, or by a certain Trust Mortgage bearing date of the first day of February, 1921, and recorded in the office of the Secretary of State of the State of Wisconsin in Volume 22 of Railroad Mortgages, Page 127 as supplemented by Supplemental Indenture, dated August 1, 1944, unrecorded, Supplemental Indenture Indenture and Second Supplemental Indenture, both dated August 1, 1945, Third Supplemental Indenture dated February 1, 1950, and a Supplemental Indenture dated February 1, 1958, all recorded in the office of the Secretary of State of theState of Wisconsin in Volume 39 of Railroad Mortgages, Pages 173 and 187, Volume 43 of Railroad Mortgages, page 340, and Book 46 R.R.R. & Liens, Page 89, respectively to the following described property in LaCrosse County, State of Wisconsin, to-wit:

LaCROSSE COUNTY, WISCONSIN (Gateway Realty Corporation)

That part of the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section Twenty-nine (29), Township Sixteen (16) North, Range Seven (7) West of the Fourth Principal Meridian, LaCrosse County, Wisconsin, described, viz:

Commencing on the North line of said Section Twenty-nine (29) at a point that is 227.5 feet distant North 89 degrees 58 minutes West of an Iron Pipe at its Northeast corner, said point being the Northwest corner of a parcel or tract of land by John Wachter et ux conveyed to the Chicago, Burlington & Quincy Railroad Company by Deed dated March 5, 1903, Recorded in Vol. 104 of Deeds at Page 119 in the Office of the Register of Deeds of La Crosse County, Wisconsin; thence South 26 degrees 48 minutes 47 seconds West along the West side of said tract (being a boundary common to the Chicago & North Western Railway Company and the Chicago, Burlington & Quincy Railroad Company) 1169.42 feet to the Southwest corner of said tract; thence South 89 degrees 53 minutes 00 seconds East along the South line of said tract (being also the North line of property now or formerly owned by the City of LaCrosse, Wisconsin), 347.37 feet to a point; thence North 9 degrees 46 minutes 47 seconds East, 1059.86 feet to the point of beginning aforesaid, comprising an area of 4.17 acres, more or less.

(For the Purpose of the Bearings in the calls hereinabove given the North line of said Section Twenty-nine (29) is taken as running North 89 degrees 58 minutes West.)

This release is made and accepted without covenants or warranties, expressed or implied, in law or in equity, and without recourse to the grantors in any event or in any contingency.

It is understood that the lien of said Trust Mortgage is not in any degree or to any extent impaired or affected hereby upon any property covered by said mortgage other than that specifically herein described.

IN WITNESS WHEREOF, First National City Bank has caused these presents to be signed with its corporate name by a Vice President and its corporate seal to be hereon impressed and attested by An Assistant

Cashier and the said Jacob M. Ford, II, Trustee, has duly executed same, as of the 20th day of August, 1963.

(SEAL)

FIRST NATIONAL CITY BANK,
As Trustee, as aforesaid,

Attest:

D. F. Neil
Assistant Cashier

By E. F. MITCHELL
Vice President

Witnesses to signatures:

W. J. McLaughlin

J. E. Porter

JACOB M. FORD, II
Individual Trustee.

Witnesses to signature:

R. E. Jones, Jr.

Walter Canter

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

Be it remembered, that on this 20th day of August A.D. 1963, before me, a Notary Public in and for said County and State, personally appeared E. F. MITCHELL, Vice President of First National City Bank, a national banking association, incorporated and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as Vice President, who, being by me duly sworn, says that he is Vice President of First National City Bank, Trustee, and that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that it was affixed by authority of its Board of Directors; that said instrument was signed and sealed by him in behalf of said corporation as Vice President of said corporation; and the said E. F. MITCHELL acknowledged said instrument, and that it was the voluntary act and deed of First National City Bank, Trustee, and that he, as Vice President, signed, sealed and delivered said instrument as the free and voluntary act and deed of First National City Bank, Trustee, and as his own free and voluntary act and deed as Vice President, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of August A.D.,1963.

(SEAL)

JOHN L. GRIMMELBEIN
Notary Public, State of New York
No. 30-667350
Qualified in Nassau County
Cert. Filed in N.W. County
Term Expires March 30, 1964

STATE OF MISSOURI )
) SS.
COUNTY OF BUCHANAN )

I, Lois McKinley, Notary Public in and for the said County, in the State aforesaid, do hereby certify that Jacob M. Ford, II, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 23rd day of August, A.D. 1963.

(SEAL)

LOIS McKINLEY
Notary Public

My Commission expires July 28, 1965.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 29th day of August A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 231-232.

ROBERT C. ZIMMERMAN
Secretary of State



QUIT CLAIM DEED

(1080557)
Deed No. 70475

COVERING CERTAIN LAND IN DANE COUNTY

BY

WISCONSIN TOWN LOT COMPANY
(Subsidiary of Chicago Northwestern Railway Company)

TO

STATE OF WISCONSIN

DATED, JULY 30th, 1963

- - - - - - - - - - - -

THIS INDENTURE, Made this Thirtieth day of July A.D. 1963, between the WISCONSIN TOWN LOT COMPANY, a Wisconsin Corporation, Grantor, and the STATE OF WISCONSIN, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of ONE THOUSAND EIGHT HUNDRED and No/100 DOLLARS ($1,800.00) in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has remised, released, conveyed and quitclaimed, and by these presents does remise, release, convey and quitclaim unto the said Grantee, its successors and assigns, forever all interest which the said Grantor has in and to the following described land, situated, lying and being in the County of Dane, and State of Wisconsin, and known and described as follows, to wit:

A parcel of land in Township Seven (7) North, Range Ten (10) East, Section Nine (9), the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) thereof, in the City of Madison, located from a highway reference line "B", described as follows: Beginning at a point on the East-West Quarter line of said Section Nine (9), One Thousand Seven Hundred Twenty-Eight and Seventy-Five One-Hundredths (1,728.75) feet West of the East Quarter corner, which point is on an East property line of the owner; thence South Eighty-Eight Degrees One Minute (88° 01') West, Three Hundred Seventy-Five (375) feet. Said parcel includes all land lying between a South property line of the owner and a line located Fifty (50) feet Northerly of and parallel to the above described reference line "B" from its point of beginning, Westerly, Three Hundred Seventy-Five (375) feet measured along said reference line "B". Said parcel, exclusive of all land already in use for highway purposes, contains Fifteen One-Hundredths (0.15) acre, more or less.

ALSO: All existing future or potential common law or statutory easements or rights of access between any traveled way of the County Trunk Highway, designated as County Trunk Highway "BB", and all of the abutting remaining real property of the owners, whether acquired by separate conveyances or otherwise, where the following described real property abuts on the said County Trunk Highway. The land of the owner in the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) of Section Nine (9), Township Seven (7) North, Range Ten (10) East, lying Northerly of the above described lands.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, as to all estate, right, title, interest and claim whatever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

IN TESTIMONY WHEREOF, the said WISCONSIN TOWN LOT COMPANY, has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its Vice President, and attested by its Assistant Secretary the day and year hereinabove written.

WISCONSIN TOWN LOT COMPANY

(SEAL)

By Jordan Jay Hillman
Vice President

Signed, Sealed and Delivered in Presence of:

Opal T. Morgan

Vincent J. Luisi

Attest C. H. Vail
Assistant Secretary

Approved C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

Personally came before me this Thirtieth day of July A.D. 1963, the above named JORDAN JAY HILLMAN, Vice President, of the WISCONSIN TOWN LOT COMPANY, and C. H. VAIL, Assistant Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledge the same.

A. S. FLECK
Notary Public in and for
Cook County, Illinois
My Commission expires: Aug. 23,1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 25th day of September A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 233-234.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Sec # 3.25)

R E L E A S E
OF CERTAIN LAND IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

LEICHT TRANSFER & STORAGE COMPANY

DATED, SEPTEMBER 20, 1963

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto LEICHT TRANSFER & STORAGE CO., a Wisconsin corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Green Bay, County of Brown, and State of Wisconsin,

and described as follows, to wit:

A parcel of land lying within the former Military Reservation, known as Fort Howard, and accretions to said Military Reservation in Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at the point of intersection of the center line of the present Northbound main track, being the most Northwesterly main track of the Chicago and North Western Railway Company, as now located and established, with the Northeasterly line of Dousman Street, in the City of Green Bay (said point of intersection being Sixty-seven and Eight-tenths (67.8) feet Northwesterly, measured along the Northeasterly line of said Dousman Street from a point in said street line which is directly opposite U.S. Monument No. 22-A, being a brass plug set in concrete and located one (1) foot Northeasterly of said street line); thence Northeasterly along said Railway center line which is at an angle of Seventy-two Degrees, Forty Minutes (72° 40') in the Easterly quadrant, with said Northeasterly line of Dousman Street, a distance of One Thousand Forty-six and Eighty-seven One-Hundredths (1046.87) feet; thence Southeasterly along a line at right angles to the center line of said main track, a distance of Eighty-five (85) feet to the point of beginning of land herein to be conveyed; thence continuing Southeasterly along the last described course, a distance of Three Hundred Eighteen and Sixty-eight One Hundredths (318.68) feet; thence Northeasterly along a line which forms an angle One Hundred Degrees, Twelve Minutes (100° 12') measured clockwise from the last described course, a distance of Sixty-three and Eight-tenths (63.8) feet; thence Northwesterly along a line at right angles to the last described line a distance of five (5) feet; thence Northeasterly along a line at right angles to the last described line, a distance of Thirty-seven (37) feet; thence Southeasterly along a line at right angles to the last described line a distance of Twenty-five (25) feet to a point on the Northwesterly boundary line of that certain parcel of land conveyed by said Railway Company to the Bunge Corporation by Quit-Claim Deed, dated February 2, 1951, recorded July 18, 1951, in Volume 299 of Deeds, Page 297, Brown County Records; thence Southwesterly along said Northwesterly boundary line of land conveyed by said deed dated February 2, 1951, a distance of One Hundred Thirteen and Eighty-

One-Hundredths (113.80) feet to the most Westerly corner of said land conveyed by said deed dated February 2, 1951; thence Southeasterly along a line which forms an angle of Eighty-nine Degrees Forty-eight Minutes (89° 48') as measured clockwise from the last described line, said line also being the Southwesterly line of said land conveyed by said deed dated February 2, 1951, a distance of One Hundred Eight (108) feet, more or less, to a point on the Government Dock Line of the Fox River as established in the year 1912; thence Southwesterly along said Government Dock line a distance of Eight Hundred Fifty (850) feet, more or less, to the Northeasterly line of Lot One (1) in Elmore's Water Lot Addition to the City of Fort Howard, now Green Bay; thence Northwesterly along the Northeasterly line of Lots One (1) and Two (2) in said Addition to the most Northerly corner of said Lot Two (2), said corner also being on the Southeasterly line of an alley; thence Northeasterly along the Southeasterly line of said alley, a distance of Fifteen (15) feet; thence Northwesterly along the Northeasterly line of said alley, a distance of One Hundred Forty-seven (147) feet, more or less, to the most Westerly corner of Lot Nine (9) in said Addition; said corner being also on the Northwesterly line of an alley; thence Southwesterly along the Northwesterly line of said alley, a distance of One Hundred Six (106) feet, more or less, to the Northeasterly line of said Dousman Street; thence Northwesterly along said Northeasterly line of said street, a distance of Forty-two (42) feet, more or less, to a point Nine (9) feet Southeasterly of and measured at rightaangles from the center line of I.C.C. Spur Track No. 431 of said Railway Company as now located and established; thence Northeasterly along a line parallel with the center line of said spur track a distance of Three Hundred Thirty-one (331) feet, more or less to a point which is Two Hundred Twenty-five (225) feet Southeasterly of and measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track, a distance of Two Hundred Three (203) feet; thence Northwesterly along a line at right angles from the last described line, a distance of One Hundred Forty (140) feet to a point Eighty-five (85) feet Southerly of and measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 20th day of September, A.D., Nineteen Hundred and Sixty-three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. R. MANCHESTER
Vice President

ATTEST:

E. T. CASSIN
Assistant Secretary

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

R. E. HANSEN



STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, NORMAN NEHER a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and E. T. CASSIN to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that E. T. CASSIN resides in River Forest, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the said affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 20th day of September A.D., Nineteen Hundred and Sixty-three.

(NOTARIAL SEAL)

NORMAN NEHER
Notary Public
In and for the County of Cook in
the State of Illinois.
My Commission as such Notary Public
Expires Dec. 16, 1966.

STATE OF WISCONSIN )
)
DEPARTMENT OF STATE )

Received this 30th day of September A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 235-237.

ROBERT C. ZIMMERMAN
Secretary of State

R E L E A S E
OF CERTAIN LAND IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
LEICHT TRANSFER AND STORAGE COMPANY
DATED, SEPTEMBER 24, 1963

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto LEICHT TRANSFER & STORAGE CO., a Wisconsin corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Green Bay, County of Brown, and State of Wisconsin, and described as follows, to wit:

A parcel of land lying within the former Military Reservation, known as Fort Howard, and accretions to said Military Reservation in Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at the point of intersection of the center line of the present Northbound main track, being the most Northwesterly main track of the Chicago and North Western Railway Company, as now located and established, with the Northeasterly line of Dousman Street, in the City of Green Bay (said point of intersection being Sixty-seven and Eight-tenths (67.8) feet Northwesterly, measured along the Northeasterly line of said Dousman Street from a point in said street line which is directly opposite U.S. Monument 22-A, being a brass plug set in concrete and located one (1) foot Northeasterly of said street line); thence Northeasterly along said Railway center line which is at an angle of Seventy-two Degrees, Forty Minutes (72° 40') in the Easterly quadrant, with said Northeasterly line of Dousman Street, a distance of One Thousand Forty-six and Eighty-seven One-Hundredths (1046.87) feet; thence Southeasterly along a line at right angles to the center line of said main track, a distance of Eighty-five (85) feet to the point of beginning of land herein to be conveyed; thence continuing Southeasterly along the last described course, a distance of Three Hundred Eighteen and Sixty-eight One-Hundredths (318.68) feet; thence Northeasterly along a line which forms an angle One Hundred Degrees, Twelve Minutes (100° 12') measured clockwise from the last described course, a distance of Sixty-three and Eight-tenths (63.8) feet; thence Northwesterly along a line at right angles to the last described line a distance of five (5) feet; thence Northeasterly along a line at right angles to the last described line, a distance of Thirty-seven (37) feet; thence Southeasterly along a line at right angles to the last described line a distance of Twenty-five (25) feet to a point on the Northwesterly boundary line of that certain parcel of land conveyed by said Railway Company to the Bunge Corporation by Quit-Claim Deed, dated



February 2, 1951, recorded July 18, 1951, in Volume 299 of Deeds, Page 297, Brown County Records; thence Southwesterly along said Northwesterly boundary line of land conveyed by said deed dated February 2, 1951, a distance of One Hundred Thirteen and Eighty One Hundredths (113.80) feet to the most Westerly corner of said land conveyed by said deed dated February 2, 1951; thence Southeasterly along a line which forms an angle of Eighty-nine Degrees, Forty-eight minutes (89° 48') as measured clockwise from the last described line, said line also being the Southwesterly line of said land conveyed by said deed dated February 2, 1951, a distance of One Hundred Eight (108) feet, more or less, to a point on the Government Dock Line of the Fox River as established in the year 1912; thence Southwesterly along said Government Dock Line a distance of Eight Hundred Fifty (850) feet, more or less, to the Northeasterly line of Lot One (1) in Elmore's Water Lot Addition to the City of Fort Howard, now Green Bay; thence Northwesterly along the Northeasterly line of Lots One (1) and Two (2) in said Addition to the most Northerly corner of said Lot Two (2), said corner also being on the Southeasterly line of an alley; thence Northeasterly along the Southeasterly line of said alley, a distance of Fifteen (15) feet; thence Northwesterly along the Northeasterly line of said alley, a distance of One Hundred Forty-seven (147) feet, more or less, to the most Westerly corner of Lot Nine (9) in said Addition; said corner being also on the Northwesterly line of an alley; thence Southwesterly along the Northwesterly line of said alley, a distance of One Hundred Six (106) feet, more or less, to the Northeasterly line of said Dousman Street; thence Northwesterly along said Northeasterly line of said street, a distance of Forty-two (42) feet, more or less, to a point Nine (9) feet Southeasterly of and measured at right angles from the center line of I.C.C. Spur Track No. 431 of said Railway Company as now located and established; thence Northeasterly along a line parallel with the center line of said spur track a distance of Three Hundred Thirty-one (331) feet, more or less, to a point which is Two Hundred Twenty-five (225) feet Southeasterly of and measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track, a distance of Two Hundred Three (203) feet; thence Northwesterly along a line at right angles from the last described line, a distance of One Hundred Forty (140) feet to a point Eighty-five (85) feet Southerly of and measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 24th day of September A.D., Nineteen Hundred and Sixty-three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
VICE PRESIDENT

ATTEST:

J. M. DOYLE
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. HARRIS

D. SUITS

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR and J. M. DOYLE to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, JR. resides at 261 West 11th Street, New York, N.Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N.Y. and they severally acknowledged to me that they are respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 24th day of September A.D., Nineteen Hundred and Sixty-three.

HARRISON J. LAEMMERHIRT
Notary Public
In and for the County of New York
in the State of New York
No. 43-2229675
Qualified in Richmond County
Certificate filed with N.Y. County
Term expires March 30, 1965.

(SEAL)

STATE OF WISCONSIN ) SS
DEPARTMENT OF STATE )

Received this 30th day of September A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 238-240.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED

R E L E A S E
OF CERTAIN LAND IN THE CITY OF JANESVILLE, ROCK COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

JANESVILLE AUTO TRANSPORT COMPANY

DATED, SEPTEMBER 19, 1963

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended. FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto JANESVILLE AUTO TRANSPORT COMPANY, a Delaware Corporation, of Janesville, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock, and State of Wisconsin, and described as follows, to wit:

That part of the Northeast Quarter (NE ¼) of Section One (1), Township Two (2) North, Range Twelve (12) East, described as follows, to wit: Beginning at a point on the North line of State Street, as said State Street is now located and established in Janesville, Wisconsin, distant Twelve and Five-Tenths (12.5) feet West, as measured perpendicularly from the center line of the main track of the Grantor; thence North, parallel with said center line, a distance of Three Hundred Twenty-Five (325) feet; thence West along a line drawn perpendicularly to the last described line to a point Sixty (60) feet West, as measured perpendicularly from said center line; thence South, parallel with said center line to said North line of State Street; thence East along said North line of State Street to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 19th day of September A.D., Nineteen Hundred and Sixty-three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

M. R. LEYDEN

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, NORMAN NEHER a Notary Public , duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument,appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th day of September A.D., Nineteen Hundred and Sixty-Three.

(NOTARIAL SEAL)

NORMAN NEHER
Notary Public
In and for the County of Cook in the State of Illinois

My Commission as such Notary Public Expires: Dec. 16, 1966.

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 3rd day of October A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 241-242.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY OF JANESVILLE, ROCK COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

JANESVILLE AUTO TRANSPORT COMPANY

DATED, SEPTEMBER 26, 1963

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized andexisting under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto JANESVILLE AUTO TRANSPORT COMPANY, a Delaware Corporation, of Janesville, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock, and State of Wisconsin, and described as follows, to wit:

That part of the Northeast Quarter (NE ¼) of Section One (1), Township Two (2) North, Range Twelve (12) East, described as follows, to wit: Beginning at a point on the North line of State Street, as said State Street is now located and established in Janesville, Wisconsin, distance Twelve and Five Tenths (12.5) feet West, as measured perpendicularly from the center line of the main track of the Grantor; thence North, parallel with said center line, a distance of Three Hundred Twenty-Five (325) feet; thence West along a line drawn perpendicularly to the last described line to a point Sixty (60) feet West, as measured perpendicularly from said center line; thence South, parallel with said center line to said North line of State Street; thence East along said North line of State Street to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 26th day of September A.D., Nineteen Hundred and Sixty-three.

(SEAL)

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By R. ERBACHER
TRUST OFFICER

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. Harris

R. W. Wagner

STATE OF NEW YORK )
SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. ERBACHER and J. M. DOYLE to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. ERBACHER resides at 1429 Millwood Lane, Merrick, N.Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. are, respectively, TRUST OFFICER and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 26th day of September A.D., Nineteen Hundred and Sixty-Three.

HARRISON J. LAEMMERHIRT
Notary Public
In and for the County of New York in the State of New York
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 3rd day of October A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 243-244.

ROBERT C. ZIMMERMAN
Secretary of State



# RELEASE
## OF CERTAIN LAND IN THE CITY OF BELOIT, ROCK COUNTY, WISCONSIN FROM LIEN OF CHICAGO AND NORTH WESTERN RAILWAY COMPANY INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

THE PURE OIL COMPANY

DATED, SEPTEMBER 19, 1963

---

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto THE PURE OIL COMPANY, an Ohio Corporation, its successors and assigns, Palatine, Illinois all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Beloit, County of Rock, and State of Wisconsin, and described as follows, to wit:

Those parts of Lots One Hundred Seventy-Three (173), One Hundred Seventy-Four (174), One Hundred Seventy-Five (175), One Hundred Seventy-Six (176), One Hundred Seventy-Seven (177), One Hundred Seventy-Eight (178), One Hundred Seventy-Nine (179) and One Hundred Ninety-Four (194), of Goodhue's Subdivision of Blocks in the Village (now City) of Beloit, and that part of Sherland Avenue, described as follows, to wit: Beginning at a point in the center line of Sherland Avenue, distant One Hundred Fifty (150) feet Westerly, as measured perpendicularly from the center line of the main track of the Chicago and North Western Railway Company; thence Northerly, parallel with said center line, to the North line of said Lot One Hundred Seventy-Nine (179); thence Easterly along said North line, and its Easterly extension, to a point Nine (9) feet Westerly, as measured perpendicularly from the center line of said Railway Company's Track Number I.C.C. 4; thence Southerly, parallel with the center line of said Railway Company's Track Numbers I.C.C. 4 and I.C.C. 6 to the said center line of Sherland Avenue; thence Westerly along said center line of Sherland Avenue to the point of beginning.

Subject to existing public streets and highways.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 19th day of September A.D., Nineteen Hundred and Sixty-Three.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

M. R. LEYDEN

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, NORMAN NEHER a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. MCKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Assoication; that the seal affixed to said Instrument is the seal of said Association; and that said Assocation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th day of September A.D., Nineteen Hundred and Sixty-Three.

NORMAN NEHER
Notary Public
In and for the County of Cook in the
State of Illinois.
My Commission as such Notary Public
Expires: Dec. 16, 1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 7th day of October A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 245-246.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY OF BELOIT, ROCK COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
THE PURE OIL COMPANY

DATED, SEPTEMBER 26, 1963

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company ), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76 et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto THE PURE OIL COMPANY, an Ohio Corporation, its successors and assigns, Palatine, Illinois all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Beloit, County of Rock, and State of Wisconsin, and desctibed as follows, to wit:

Those parts of Lots One Hundred Seventy-Three (173), One Hundred Seventy-Four (174), One Hundred Seventy-Five (175), One Hundred Seventy-Six (176), One Hundred Seventy-Seven (177), One Hundred Seventy-Eight (178), One Hundred Seventy-Nine (179), and OneHundred Ninety-Four (194), of Goodhue's Subdivision of Blocks in the Village (now City) of Beloit, and that part of Sherland Avenue, described as follows, to wit: Beginning at a point in the center line of Sherland Avenue, distant One Hundred Fifty (150) feet Westerly, as measured perpendicularly from the center line of the main track of the Chicago and North Western Railway Company; thence Northerly, parallel with said center line, to the North line of said Lot One Hundred Seventy-Nine (179); thence Easterly along said North line, and its Easterly extension, to a point Nine (9) feet Westerly, as measured perpendicularly from the center line of said Railway Company's Track Number I.C.C. 4; thence Southerly, parallel with the center line of said Railway Company's Tracks Numbers I.C.C. 4 and I.C.C. 6 to the said center line of Sherland Avenue; thence Westerly along said center line of Sherland Avenue to the point of beginning.

Subject to existing public streets and highways.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as supplmented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 26th day of September A.D., Nineteen Hundred and Sixty-three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

BY R. ERBACHER
Trust Officer

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. HARRIS

R. W. WAGNER

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. ERBACHER and J. M. DOYLE to me personally known and known to me to be respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. ERBACHER resides at 1429 Millwood Lane, Merrick, N.Y. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 26th day of September A.D., Nineteen Hundred and Sixty-Three.

(NOTARIAL SEAL)

HARRISON J. LAEMMERHIRT
Notary Public
In and for the County of New York in the State of New York.
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 7th day of October A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 247-248.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY OF FORT ATKINSON, COUNTY OF JEFFERSON, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
JEANETTE CORY
DATED, SEPTEMBER 19, 1963

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939 between Chicago and North Western Railway Company, a corporation duly organized under the laws of the ~~United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the~~ State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgage, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto JEANETTE CORY all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fort Atkinson, County of Jefferson, and State of Wisconsin and described as follows, to wit:

That part of the Northeast Quarter (NE ¼) of Section Four (4), Township Five (5) North, Range Fourteen (14) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at a point on the Westerly extension of the North line of South Third Street, distant Ninety-Four (94) feet Southeasterly, as measured perpendicularly from the center line of the track of the Chicago, Saint Paul and Fond du Lac Railroad Company, now the Chicago and North Western Railway Company, as originally located and established; thence Northeasterly along a line drawn parallel with said center line, which is the Southeasterly right of way line of said Railway Company, a distance of Thirty-Two (32) feet to the point of beginning of the land herein to be conveyed; thence continuing Northeasterly along said line drawn parallel with said center line, a distance of One Hundred Thirty-Four (134) feet, more or less, to the most Southerly corner of a certain parcel of land conveyed to Willard J. Hausen by deed dated January 2, 1963; thence Northwesterly along the Southwesterly line of said parcel conveyed by deed dated January 2, 1963, a distance of Seventy-Five (75) feet, more or less, to the most Westerly corner of said parcel conveyed by deed dated January 2, 1963; thence Southwesterly parallel with said center line a distance of One Hundred Thirty-Four (134) feet; thence Southeasterly a distance of Seventy-Five (75) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 19th day of September A.D., Nineteen Hundred and Sixty-Three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R.R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

M. R. LEYDEN

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

I, NORMAN NEHER a Notary Public , duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. Manchester and A. L. McKee to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. Manchester resides in Wilmette, Illinois and that A. L. McKee resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th day of September A.D., Nineteen Hundred and Sixty-Three.

NORMAN NEHER
Notary Public
In and for the County of Cook in
the State of Illinois.
My Commission as such Notary
Public Expires Dec. 16, 1966

(NOTARIAL SEAL)

STATE OF WISCONSIN ) SS.
DEPARTMENT OF STATE )

Received this 14th day of October A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 249-250.

ROBERT C. ZIMMERMAN
Secretary of State



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RELEASE
OF CERTAIN LAND IN THE CITY OF FORT ATKINSON, COUNTY OF JEFFERSON, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

JEANETTE CORY

DATED, SEPTEMBER 26, 1963

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944 in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto JEANETTE CORY all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fort Atkinson, County of Jefferson, and State of Wisconsin and described as follows, to wit:

That part of the Northeast Quarter (NE ¼) of Section Four (4), Township Five (5) North, Range Fourteen (14) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at a point on the Westerly extension of the North line of South Third Street, distance Ninety-Four (94) feet Southeasterly, as measured perpendicularly from the center line of the track of the Chicago, Saint Paul and Fond du Lac Railroad Company, now the Chicago and North Western Railway Company, as originally located and established; thence Northeasterly along a line drawn parallel with said center line, which is the Southeasterly right of way line of said Railway Company, a distance of Thirty-Two (32) feet to the point of beginning of the land herein to be conveyed; thence continuing Northeasterly along said line drawn parallel with said center line, a distance of One Hundred Thirty-Four (134) feet, more or less, to the most Southerly corner of a certain parcel of land conveyed to Willard J. Hausen by deed dated January 2, 1963; thence Northwesterly along the Southwesterly line of said parcel conveyed by deed dated January 2, 1963, a distance of Seventy-Five (75) feet, more of less, to the most Westerly corner of said parcel conveyed by deed dated January 2, 1963; thence Southwesterly parallel with said center line a distance of One Hundred Thirty-Four (134) feet; thence Southeasterly a distance of Seventy-Five (75) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 26th day of September A.D., Nineteen Hundred and Sixty-Three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By R. ERBACHER
Trust Officer

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. HARRIS

R. W. WAGNER

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. Erbacher and J. M. Doyle to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. Erbacher resides at 1429 Millwood Lane, Merrick, N.Y. and that J. M. Doyle resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 26th day of September A.D., Nineteen Hundred and Sixty-Three.

HARRISON J. LAEMMERHIRT
Notary Public
In and for the County of New York in the State of New York.
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS

Received this 14th day of October A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 251-252.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY OF WISCONSIN RAPIDS, COUNTY OF WOOD, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

MILWAUKEE GAS LIGHT COMPANY

DATED, JULY 16, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, as supplemented and amended. FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto MILWAUKEE GAS LIGHT COMPANY, a Wisconsin corporation, with principal offices in Milwaukee, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Wisconsin Rapids, County of Wood and State of Wisconsin, and described as follows, to wit:

A part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE¼) of Section Seven (7) Township Twenty-two (22) North, Range Six (6), East of the 4th Principal Meridian, and part of Lots Seven (7) and Eight(8) of the Original plat of Centralia, formerly the City of Grand Rapids, now the City of Wisconsin Rapids, in the County of Wood, State of Wisconsin, and more particularly described as follows: Commencing at the most Westerly corner of Lot Six (6) of Block Seventeen (17) of the Original Plat of Centralia, run thence North Forty-one Degrees Thirty Minutes (41° 30') East a distance of Three Hundred Eighteen and Zero Zero One-hundredths (318.00) feet, coincident with the Westerly lines of Lots Two (2), Three (3), Four (4), Five (5) and Six (6) of said Block Seventeen (17) of the aforedescribed plat, to the South line of Roosevelt Street, formerly Franklin Street; run thence North Eighty-two Degrees Thirty Minutes (82° 30') West a distance of Fifty-four and Fifty One-hundredths (54.50) feet and coincident with the Southerly line of the aforedescribed Roosevelt Street; run thence North Seven Degrees Ten Minutes (7° 10') East a distance of Three Hundred Thirty and Zero Zero One-hundredths (330.00) feet coincident with the Westerly line of Block Twenty (20) of the Original Plat of Centralia to the South line of McKinley Street formerly Wisconsin Street; run thence North Eighty-two Degrees Thirty Minutes (82°30') West a distance of Twenty-one and Fifty One-hundredths (21.50) feet coincident with the South line of the aforedescribed McKinley Street; run thence Southwesterly along a curved line which is parallel to and established Eighteen and Zero Zero One-hundredths (18.00) feet radially East of the center line of the main track of the Chicago and North Western Railway Company as now located and established on this 6th day of March, 1963, to the intersection of the aforedescribed curved line with the Northeasterly line of West Grand Avenue, said described point of intersection also being South Twenty-four Degrees Twenty-seven Minutes Thirty Seconds (24°27'30") West a distance of Five Hundred Seventy-two and Sixty-One-hundredths (572.60) feet from the intersection of the aforedescribed curved line with the South line of McKinley Street, formerly Wisconsin Street; run thence South Forty-eight Degrees and Zero Zero Minutes ( (48°00') East a distance of Eighty-one and Forty One-hundredths (81.40) feet coincident with the North line of West Grand Avenue and the Southwesterly line of Block Seventeen (17) of the said Original Plat of Centralia, to the said point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 16th day of July A.D., Nineteen Hundred and Sixty-three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

BY R. R. MANCHESTER
VICE PRESIDENT

ATTEST:

A. L. McKEE
TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR

O. J. TENDALL

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, NORMAN NEHER a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. Manchester and A. L. McKee to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. Manchester resides in Wilmette, Illinois and that A. L. McKee resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 16th day of July A.D., Nineteen Hundred and Sixty-three.

NORMAN NEHER
Notary Public
In and for the County of Cook in
the State of Illinois.
My Commission as such Notary Public
Expires Dec. 16, 1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 15th day of October A.D. 1963 at 2:00 P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 253-254.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY OF WISCONSIN RAPIDS, COUNTY OF WOOD, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY

TO

MILWAUKEE GAS LIGHT COMPANY

DATED, JULY 29, 1963

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto MILWAUKEE GAS LIGHT COMPANY, a Wisconsin corporation, with its principal offices in Milwaukee, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Wisconsin Rapids, County of Wood and State of Wisconsin, and described as follows, to wit:

A part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE¼) of Section Seven (7), Township Twenty-two (22) North, Range Six (6), East of the 4th Principal Meridian, and part of Lots Seven (7) and Eight (8) of the Original plat of Centralia, formerly the City of Grand Rapids, now the City of Wisconsin Rapids, in the County of Wood, State of Wisconsin , and more particularly described as follows: Commencing at the most Westerly corner of Lot Six (6) of Block Seventeen (17) of the Original Plat of Centralia, run thence North Forty-one Degrees Thirty Minutes (41°30') East a distance of Three Hundred Eighteen and Zero Zero One-hundredths (318.00) feet, coincident with the Westerly lines of Lots Two (2), Three (3), Four (4), Five (5) and Six (6) of said Block Seventeen (17) of the aforedescribed plat, to the South line of Roosevelt Street, formerly Franklin Street; run thence North Eighty-two Degrees Thirty Minutes (82°30') West a distance of Fifty-four and Fifty One -Hundredths (54.50) feet and coincident with the Southerly line of the aforedescribed Roosevelt Street; run thence North Seven Degrees Ten Minutes (7°10') East a distance of Three Hundred Thirty and Zero Zero One-hundredths (330.00) feet coincident with the Westerly line of Block Twenty (20) of the Original Plat of Centralia to the South line of McKinley Street formerly Wisconsin Street; run thence North Eighty-two Degrees Thirty Minutes (82°30') West a distance of Twenty-one and Fifty One-hundredths (21.50) feet coincident with the South line of the aforedescribed McKinley Street; run thence Southwesterly along a curved line which is parallel to and established Eighteen and Zero Zero One-hundredths (18.00) feet radially East of the center line of the main track of the Chicago and North Western Railway Company as now located and established on this 6th day of March, 1963, to the intersection of the aforedescribed curved line with the Northeasterly line of West Grand Avenue, said described point of intersection also being South Twenty-four Degrees Twenty-seven Minutes Thirty Seconds (24°27'30") West a distance of Five Hundred Seventy-two and Sixty One-hundredths (572.60) feet from the intersection of the aforedescribed curved

line with the South line of McKinley Street, formerly Wisconsin Street; run thence South Forty-eight Degrees and Zero Zero Minutes (48°00') East a distance of Eighty-one and Forty One-hundredths (81.40) feet coincident with the North line of West Grand Avenue and the Southwesterly line of Block Seventeen (17) of the said Original Plat of Centralia, to the said point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 29th day of July A.D., Nineteen Hundred and Sixty-three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. A. BASHAM, JR.
Vice President

ATTEST:

H. OPPENHEIM
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. SUITS

R. W. WAGNER

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and state aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM JR. and H. OPPENHEIM to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM JR. resides at 261 West 11th Street, New York, N. Y. and that H. Oppenheim resides at 347 Warwick Ave., at Mt. Vernon, N. Y. and they severally acknowledged to me that they are, respectively a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the fee and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 29th day of July A.D., Nineteen Hundred and Sixty-three.

(NOTARIAL SEAL)

HARRISON J. LAEMMERHIRT
Notary Public
In and for the County of New York
in the State of New York.
My Commission as such Notary Public
Expires March 30, 1965
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 15th day of October A.D. 1963 at 2:00 O'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 255-256.

ROBERT C. ZIMMERMAN
Secretary of State



D E E D

OF CERTAIN LAND IN THE COUNTY OF DANE, STATE OF WISCONSIN

BY

ILLINOIS CENTRAL RAILROAD COMPANY

TO

ICKE CONSTRUCTION COMPANY, INC.

DATED, OCTOBER 1, 1963

THIS INDENTURE, Made this 1st day of October, 1963, between ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation, party of the first part, and ICKE CONSTRUCTION COMPANY, INC., a Wisconsin corporation, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Nineteen thousand one hundred twenty-six ($19,126) Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Dane and State of Wisconsin, to-wit:

An irregular parcel of land lying southerly of the Illinois Central Railroad Company main track, between Mills and Brooks Streets, in the City of Madison, bounded and described as follows:

Beginning at the northwest corner of Lot 1, replat of a part of Outlot 1 in University Addition to City of Madison, (said point also being on the east line of Mills Street); thence East along the north line of Lots 1 and 6 a distance of 130.50 feet; thence North 01 degree 22 minutes East a distance of 95.15 feet to a point 50 feet southerly from the Railroad Company's center line of main track, as measured at a right angle thereto; thence northeasterly parallel with and 50 feet perpendicularly distant southerly from said center line of main track to the east line of Brooks Street; thence northerly along said east line of Brooks Street, if extended northerly, a distance of 20.10 feet to a point 30 feet southerly from said center line of main track as measured at a right angle thereto; thence southwesterly parallel with and 30 feet perpendicularly distant southerly from said center line of main track to the east line of Mills Street (long chord of the last described course is 423.77 feet in length); thence southerly along said east line of Mills Street south 0 degrees 32 minutes West a distance of 78.14 feet to the point of beginning, containing an area of 18,626 square feet.

Also

All that part of Lot 17 in Hopkins subdivision of Outlot 2 University Addition to the City of Madison, according to the recorded plat thereof, which lies north or northwesterly of a line drawn parallel with and 50 feet southeasterly of the center line of the Illinois Central Railroad Company's main track as surveyed and located over and upon the said Outlot two, containing an area of 500 square feet.

Containing in all an area of 19,126 square feet, more or less.

There are excepted from the property hereby conveyed and reserved to the Grantor, its successors and assigns, all the oil, coal, gas, sulphur and other minerals (whether similar or dissimilar to the minerals herein specifically mentioned, and whether now known to exist or

hereafter discovered) and any interest, right or title of any kind or character whatsoever in said minerals in, under, upon or produced from any of the property hereby conveyed, and the Grantor, its lessees, successors or assigns, shall have the right of ingress and egress over, on or upon any and all of the above described property at any and all times for the purposes of developing, mining, drilling, exploring for and removing said minerals in, under or upon the above described property, but not through the surface nor in any manner which will disturb the surface, or any improvements located thereon, and in accepting this deed, Grantee, for itself, its successors and assigns, releases the Grantor, its successors and assigns, from any and all liability for any and all damages of whatever kind, character or nature that may or might be attributable to mining and removing said minerals, including but not limited to damage due to subsidence, and this release shall run with the land.

Together, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation for itself, its successors and assigns, does covenant, grant bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it was well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said ILLINOIS CENTRAL RAILROAD COMPANY has caused these presents to be signed by its President, and its corporate seal, duly attested by its Assistant Secretary, to be hereunto affixed they being thereunto duly authorized, this 1st day of October, 1963.

ILLINOIS CENTRAL RAILROAD COMPANY

(SEAL)

By W. A. JOHNSTON
President

Signed and sealed in the presence of

SARA MASSEI

EVELYN PLUNKETT

ATTEST:

A. B. HUTTIG
Assistant Secretary

STATE OF ILLINOIS,)
COUNTY OF COOK. ) SS.

I, CAROLYN KRALJ, a Notary Public, in and for the said County and State, hereby certify that W. A. Johnston President of the aforesaid ILLINOIS CENTRAL RAILROAD COMPANY, who is personally known to me, and known to be such President of said corporation, and the same person whose name is subscribed to the above instrument as such President, appeared before me this day in person in said State and County, and being by me duly sworn, did say that he was on the date of the execution of the said instrument President of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and he acknowledged that he, being informed of the contents of the conveyance as such President signed, sealed and delivered the said instrument by signing the name of the corporation by himself as President as his own free and voluntary act as said President and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by A. B. Huttig as Asst. Secretary of said corporation.

Given under my hand and seal of office in Chicago, Cook County, Illinois, this 1st day of October, 1963.

(NOTARIAL SEAL)

CAROLYN KRALJ
Notary Public - Com. Exp. 2/13/66.

STATE OF WISCONSIN ) SS.
DEPARTMENT OF STATE )

Received this 15th day of October A.D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 257-258.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Sec #2.58)

R E L E A S E

OF CERTAIN LAND IN THE COUNTY OF DANE, STATE OF WISCONSIN

FROM LIEN OF

CONSOLIDATED MORTGAGE OF NOVEMBER 1, 1949
AND SUPPLEMENTS THERETO

BY

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

TO

ILLINOIS CENTRAL RAILROAD COMPANY

DATED, OCTOBER 7, 1963

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; NOW, THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as trustee, in consideration of One Dollar ($1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said mortgage and the several supplements thereto having been recorded, respectively, as hereinafter set forth:

| DATE | COUNTY | RECORDING OFFICE | RR MORTGAGES BOOK AND PAGE |
|---|---|---|---|
| November 1, 1949 | | Secretary of State of Wisconsin | Vol. 41 - 235-289 |
| June 1, 1952 | | " | Vol. 44 - 153-172 |
| August 1, 1952 | | " | Vol. 44 - 221-233 |
| January 1, 1954 | | " | Vol. 45 - 16-27 |
| August 1, 1954 | | " | Vol. 45 - 288-299 |
| September 15, 1954 | | " | Vol. 45 - 300-311 |

release from the lien and operation of said deed of trust or mortgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL RAILROAD COMPANY such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as is situated in the County of Dane, State of Wisconsin, and more particularly described as follows:

An irregular parcel of land lying southerly of the Illinois Central Railroad Company main track, between Mills and Brooks Streets, in City of Madison, Dane County, Wisconsin, bounded and described as follows:

Beginning at the northwest corner of Lot 1, replat of a part of Outlot 1 in University Addition to City of Madison, (said point also being on the east line of Mills Street); thence East along the north line of Lots 1 and 6 a distance of 130.50 feet; thence North 01 degree 22 minutes East a distance of 95.15 feet to a point 50 feet southerly from the Railroad Company's center line of main track, as measured at right angle thereto; thence northeasterly parallel with and 50 feet perpendicularly distant southerly from said center line of main track to the east line of Brooks Street; thence northerly along said east line of Brooks Street, if extended northerly, a distance of 20.10 feet to a point 30 feet southerly from said center line of main track as measured at a right angle thereto; thence southwesterly parallel with and 30 feet perpendicularly distant southerly from said center line of main track to the east line of Mills Street (long chord of the last described course is 423.77 feet in length); thence southerly along said east line of Mills Street south 0 degrees 32 minutes West a distance of 78.14 feet to the point of beginning, containing an area of 18,626 square feet.

Also

All that part of Lot 17 in Hopkins subdivision of Outlot 2 University Addition to the

City of Madison, according to the recorded plat thereof, which lies north or northwesterly of a line drawn parallel with and 50 feet southeasterly of the center line of the Illinois Central Railroad Company's main track as surveyed and located over and upon the said Outlot two, containing an area of 500 square feet.

Containing in all an area of 19,126 square feet, more or less.

without, however, releasing from lien and operation of said deed of trust or mortgage, or any supplement thereto, any other property now or hereafter subject thereto.

IN TESTIMONY WHEREOF, said Morgan Guaranty Trust Company of New York, as Trustee as aforesaid, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of this 7th day of October, 1963.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
As Trustee as aforesaid

(SEAL)

By P. G. NORRIS
Trust Officer

ATTEST:

F. B. Kingsley
Assistant Secretary

STATE OF NEW YORK )
COUNTY OF NEW YORK ) SS

I, J. Noel Crean, a notary public in and for the said County and State, hereby certify that P. G. Norris, Trust Officer of the aforesaid Morgan Guaranty Trust Company of New York, who is personally known to me and known to be such Trust Officer of said corporation and the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person in said State and County, and being by me duly sworn did say that he was on the date of the execution of the said instrument Trust Officer of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the said instrument as such Trust Officer, signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Trust Officer as his own free and voluntary act as said Trust Officer and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by F. B. Kingsley as Assistant Secretary of said corporation.

Given under my hand and seal of office in New York, New York County, State of New York, this 7th day of October, 1963.

(NOTARIAL SEAL)

J. NOEL CREAN
Notary Public
State of New York
No. 31-5853985
Qualified in New York County
Commission Expires March 30, 1964

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 15th day of October A.D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 259-260.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

WILLIAM DEMEY and VIOLA A. DEMEY

DATED, SEPTEMBER 19, 1963

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws lf the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended. FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WILLIAM DEMEY and VIOLA A. DEMEY, of Sheboygan, Wisconsin, husband and wife, as joint tenants all of the right title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Sheboygan, County of Sheboygan, and State of Wisconsin, and described as follows, to wit:

That part of Lot One (1) and Lot Two (2) of Block Fifty-Eight (58), as said Block is shown on the recorded plat of the City of Sheboygan, which lies Southwesterly of a line drawn parallel with and Twenty-Five (25) feet Southwesterly, as measured radially from the center line of the main track of the Chicago and North Western Railway Company (formerly the Milwaukee, Lake Shore and Western Railroad Company).

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 19th day of September A.D., Nineteen Hundred and Sixty-Three.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. SIMPSON, JR.

M. R. LEYDEN

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, Norman Neher a Notary Public, duly commissioned and quilified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKee resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 19th day of September A.D., Nineteen Hundred and Sixty-Three.

NORMAN NEHER
Notary Public
In and for the County of Cook in
the State of Illinois.
My Commission expires Dec. 16, 1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 17th day of October A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 261-262.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
OF CERTAIN LAND IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
WILLIAM DEMEY and VIOLA A. DEMEY
DATED, SEPTEMBER 26, 1963

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WILLIAM DEMEY and VIOLA A. DEMEY, of Sheboygan, Wisconsin, husband and wife as joint tenants all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Sheboygan, County of Sheboygan, and State of Wisconsin, and described as follows, to wit:

That part of Lot One (1) and Lot Two (2) of Block Fifty-Eight (58), as said Block is shown on the recorded plat of the City of Sheboygan, which lies Southwesterly of a line drawn parallel with and Twenty-Five (25) feet Southwesterly, as measured radially from the center line of the main track of the Chicago and North Western Railway Company (formerly the Milwaukee Lake Shore and Western Railroad Company).

This instrument shall in no manner affect eh lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 26th day of September A.D., Nineteen Hundred and Sixty-Three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee asaforesaid,

(SEAL)

By R. ERBACHER
TRUST OFFICER

ATTEST:

J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. HARRIS

R. W. WAGNER

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. ERBACHER and J. M. DOYLE, to me personally known and known to me to be, respectively, a Trust Officer and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. ERBACHER resides at 1429 Millwood Lane, Merrick, N.Y. and that J. M. Doyle resides at Stuyvesant Oval, New York, N.Y. and they severally acknowledged to me that they are, respectively, a Trust Officer and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 26th day of September A.D., Nineteen Hundred and Sixty-Three.

(SEAL)

HARRISON J. LAEMMERHIRT
Notary Public
In and for the County of New York in the State of New York
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965.

STATE OF WISCONSIN ) SS
DEPARTMENT OF STATE )

Received this 17th day of October A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 263-264.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Fee $1.25)

D E E D

COVERING CERTAIN LAND IN THE CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

JONES DAIRY FARM

DATED, OCTOBER 24, 1963

---

The GRANTOR, Chicago and North Western Railway Company, a Wisconsin corporation, for the consideration of Five Thousand and no/100 ($5,000.00), conveys and quitclaims to JONES DAIRY FARM of Fort Atkinson, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Fort Atkinson, County of Jefferson, and the State of Wisconsin to wit:

A strip of land Fifty (50) feet wide and One Thousand Five Hundred (1,500) feet long, situated in the East Half (E ½) of Section Four (4), Township Five (5) North, Range Fourteen (14) East, and lying Northwesterly of and contiguous to Grantor's Northwesterly line of the One Hundred (100) foot right of way, bounded as follows, to wit: On the Northwesterly side by the Southeasterly side of Jones Avenue; on the Northerly side by the center line of Milwaukee Avenue; on the Southeasterly side by said Northwesterly right of way line of the Grantor; and on the Southwesterly side by the Northerly line of South Fifth Street, as said South Fifth Street is now located and established across said One Hundred (100) foot right of way.

Subject to public streets and highways.

Reserving, however, unto said Grantor, its lessees, licensees, successors and assigns, the poles, wires and drainage pipe now located upon said premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said Grantor, its lessees, licensees, successors or assigns, and by the acceptance of this conveyance the Grantee, for itself, its successors and assigns, agrees to assume the entire cost and expense of removing said poles, wires and drainage pipe from the premises herein conveyed, in the event such removal is desired by said Grantee, its successors and assigns.

By the acceptance hereof, the Grantee for itself, its successors and assigns, hereby covenants and agrees that it will maintain the existing drainage ditch located on the above described property, and that it will, at all times, keep the ditch free and clear of all obstructions.

Dated this Twenty-Fourth day of October, 1963.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

(SEAL)

By C. J. FITZPATRICK
PRESIDENT

Attest T. A. ROSS
Secretary

Signed, Sealed and Delivered in Presence of:

V. J. Luisi

J. C. Wilson

Approved: C. S. ANDERSON
Chief Title Officer

(Over)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, A. S. Fleck, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. FITZPATRICK and T. A. ROSS, to me personally known and known to me to be, respectively, President and Secretary of Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th of October, 1963.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public in and for the County
of Cook, in the State of Illinois.
My Commission Expires: August 23rd, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 6th day of November A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 265-266.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(See #1.75)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF LA CROSSE, COUNTY OF LA CROSSE, WISCONSIN

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

GATEWAY DEVELOPMENT CO., INC.

DATED, OCTOBER 15, 1963

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto GATEWAY DEVELOPMENT CO., INC., all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of La Crosse, County of LaCrosse and State of Wisconsin, and described as follows, to wit:

A tract of land in the Northeast Quarter (NE ¼) of Section Twenty-nine (29), Township Sixteen (16) North, Range Seven (7), West of the 4th Principal Meridian, bounded and described as follows: Beginning at a point on the South line of a Fifteen and Forty-seven One-hundredths (15.47) Acre tract of land, as said tract of land is described in Warranty Deed dated February 25, 1886, from Hiram Goddard and Maryett Goddard, his wife, to the Chicago and North Western Railway Company, recorded February 25, 1886, in the Register's Office of LaCrosse County, Wisconsin, in B ook 65 of Deeds, on Page 171, said point of beginning being distant Fifty (50) feet Southeasterly of, as measured at right angles, from the center line of main track of said Railway Company, as now located and established; thence East along South line of said tract of land a distance of Two Hundred Eighty-five (285) feet, more or less, to a point Three Hundred (300) feet Southeasterly of, as measured at right angles from the center line of said Railway Company, as said center line is referred to in said Warranty Deed dated February 25, 1886; thence Northeasterly along a straight line parallel with the center line of the tangent segment of said center line extended Northeasterly to a point on the North line of said Section, Two Thousand Four Hundred Twelve and Five-tenths (2,412.5) feet East of, as measured along the North line of said Section from the Northwest corner of said Quarter Section; thence West along the North line of said Section, a distance of Four Hundred Forty (440) feet, more or less, to a point Fifty (50) feet Southeasterly of, as measured at right angles, from the center line of said main track; thence Southwesterly along a line parallel with the center line of said main track to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 15th day of October A.D., Nineteen Hundred and Sixty-three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKee
Trust Officer

WITNESSES:
To The Signatures of the Officers of
The First National Bank of Chicago:

M. R. Leyden

O. J. Tendall

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, Norman Neher a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 15th day of October A.D., Nineteen Hundred and Sixty-three.

(SEAL)

/s/ Norman Neher
Norman Neher
Notary Public

In and for the County of Cook in the State of Illinois.

My Commission as such Notary Public
Expires: Dec. 16, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 11th day of November A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 267-268.

ROBERT C. ZIMMERMAN
Secretary of State



# RELEASE

OF CERTAIN LAND IN THE CITY OF LA CROSSE, COUNTY OF LA CROSSE, WISCONSIN

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY

TO

GATEWAY DEVELOPMENT CO., INC.

DATED, OCTOBER 23, 1963

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto GATEWAY DEVELOPMENT CO., INC. all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of La Crosse, County of LaCrosse and State of Wisconsin, and described as follows, to wit:

A tract of land in the Northeast Quarter (NE ¼) of Section Twenty-nine (29), Township Sixteen (16) North, Range Seven (7), West of the 4th Principal Meridian, bounded and described as follows: Beginning at a point on the South line of a Fifteen and Forty-seven One-hundredths (15.47) Acre tract of land, as said tract of land is described in Warranty Deed dated February 25, 1886, from Hiram Goddard and Maryette Goddard, his wife, to the Chicago and North Western Railway Company, recorded February 25, 1886, in the Register's Office of LaCrosse County, Wisconsin, in Book 65 of Deeds, on Page 171, said point of beginning being distant Fifty (50) feet Southeasterly of, as measured at right angles, from the center line of main track of said Railway Company, as now located and established; thence East along South line of said tract of land a distance of Two Hundred Eighty-five (285) feet, more or less, to a point Three Hundred (300) feet Southeasterly of, as measured at right angles from the center line of said Railway Company, as said center line is referred to in said Warranty Deed dated February 25, 1886; thence Northeasterly along a straight line parallel with the center line of the tangent segment of said center line extended Northeasterly to a point on the North line of said Section, Two Thousand Four Hundred Twelve and Five-tenths (2,412.5) feet East of, as measured along the North line of said Section from the Northwest corner of said Quarter Section; thence West along the North line of said Section, a distance of Four Hundred Forty (440) feet, more or less, to a point Fifty (50) feet Southeasterly of, as measured at right angles, from the center line of said main track; thence Southwesterly along a line parallel with the center line of said main track to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 23rd day of October A.D., Nineteen Hundred and Sixty-three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By R. G. PINTARD
Trust Officer

ATTEST:

M. F. Badami
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. HARRIS

S. J. CUSHING, JR.

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, John L. Berver a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and M. F. BADAMI to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing; and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that M. F. BADAMI resides at 231 Dorchester Road, Garden City South, N. Y. and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 23rd day of October A.D., Nineteen Hundred and Sixty-three.

JOHN L. BERVAR
Notary Public
In and for the County of New York
in the State of New York.
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1964.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 11th day of November A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 269-270.

ROBERT C. ZIMMERMAN
Secretary of State



QUIT CLAIM DEED

COVERING CERTAIN LAND IN THE CITY OF GREEN BAY, COUNTY OF BROWN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

LEICHT TRANSFER & STORAGE CO.

DATED, SEPTEMBER 23, 1963

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, for the consideration of SIXTY THOUSAND and No/100 DOLLARS ($60,000.00), conveys and quitclaims to LEICHT TRANSFER & STORAGE CO., a Wisconsin corporation, of Green Bay, Wisconsin, GRANTEE, all interest in the following described real estate situated in the City of Green Bay, County of Brown, and the State of Wisconsin, to wit:

A parcel of land lying within the former Military Reservation, known as Fort Howard, and accretions to said Military Reservation in Township Twenty-Four (24), North, Range Twenty (20) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at the point of intersection of the center line of the present Northbound main track, being the most Northwesterly main track of the Chicago and North Western Railway Company, as now located and established, with the Northeasterly line of Dousman Street, in the City of Green Bay (said point of intersection being Sixty-Seven and Eight-Tenths (67.8) feet Northwesterly, measured along the Northeasterly line of Dousman Street from a point in said street line which is directly opposite U.S. Monument No. 22-A, being a brass plug set in concrete and located One (1) foot Northeasterly of said street line); thence Northeasterly along said Railway center line which is at an angle of Seventy-Two Degrees Forty Minutes ($72^{\circ}$ 40') in the Easterly quadrant, with said Northeasterly line of Dousman Street, a distance of One Thousand Forty-Six and Eighty-Seven One-Hundredths (1,046.87) feet; thence Southeasterly along a line at right angles to the center line of said main track, a distance of Eighty-Five (85) feet to the point of beginning of land herein to be conveyed; thence continuing Southeasterly along the last described course, a distance of Three Hundred Eighteen and Sixty-Eight One-Hundredths (318.68) feet; thence Northeasterly along a line which forms an angle One Hundred Degrees Twelve Minutes ($100^{\circ}$ 12') measured clockwise from the last described course, a distance of Sixty-Three and Eight-Tenths (63.8) feet; thence Northwesterly along a line at right angles to the last described line, a distance of Five (5) feet; thence Northeasterly along a line at right angles to the last described line, a distance of Thirty-Seven (37) feet; thence Southeasterly along a line at right angles to the last described line, a distance of Twenty-Five (25) feet to a point on the Northwesterly boundary line of that certain parcel of land conveyed by said Railway Company to Bunge Corporation by Quit Claim Deed dated February 2, 1951, recorded July 18, 1951, in Volume 299 of Deeds, Page 297, Brown County Records; thence Southwesterly along said Northwesterly boundary line of land conveyed by said deed dated February 2, 1951, a distance of One Hundred Thirteen and Eighty One-Hundredths (113.80) feet to the most Westerly corner of said land conveyed by said deed dated February 2, 1951; thence Southeasterly along a line which forms an angle of Eighty-Nine Degrees Forty-Eight Minutes ($89^{\circ}$ 48') as measured clockwise from the last described line, said line also being the Southwesterly line of said land conveyed by said deed dated February 2, 1951, a distance of One Hundred Eight (108) feet, more or less, to a point on the Government Dock Line of the Fox River as established in the year 1912; thence Southwesterly along said Government Dock Line a distance of Eight Hundred Fifty (850) feet, more or less, to the Northeasterly line of Lot One (1) in Elmore's Water Lot Addition to the City of Fort Howard, now Green Bay; thence Northwesterly along the Northeasterly line of

Lots One (1) and Two (2) in said Addition to the most Northerly corner of said Lot Two (2), said corner also being on the Southeasterly line of an alley; thence Northeasterly along the Southeasterly line of said alley, a distance of Fifteen (15) feet; thence Northwesterly along the Northeasterly line of said alley, a distance of One Hundred Forty-Seven (147) feet, more or less, to the most Westerly corner of Lot Nine (9) in said Addition; said corner being also on the Northwesterly line of an alley; thence Southwesterly along the Northwesterly line of said alley, a distance of One Hundred Six (106) feet, more or less, to the Northeasterly line of said Dousman Street; thence Northwesterly along said Northeasterly line of said street, a distance of Forty-Two (42) feet, more or less, to a point Nine (9) feet Southeasterly of and measured at right angles from the center line of I.C.C. Spur Track No. 431 of said Railway Company, as now located and established; thence Northeasterly along a line parallel with the center line of said spur track, a distance of Three Hundred Thirty-One (331) feet, more or less, to a point which is Two Hundred Twenty-Five (225) feet Southeasterly of and measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track, a distance of Two Hundred Three (203) feet; thence Northwesterly along a line at right angles from the last described line, a distance of One Hundred Forty (140) feet to a point Eighty-Five (85) feet Southerly of and measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track to the point of beginning.

Excepting and reserving, however, unto the Grantor, its successors and assigns:

(a) The poles and wires of the electric line now located upon the above described premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said Grantor, its successors or assigns.

(b) The right to maintain, use and repair any and all sewers, water mains, gas lines, electric power lines, if any, and other public utilities, if any, now existing in the premises hereinabove described, serving the adjoining lands of the Grantor.

(c) An easement for Track Number 428 and Track Number 431, as now located, or hereafter located, on the above described property, together with the right to use, occupy and enjoy strips of land of sufficient width and in no case less than Eighteen (18) feet in width, being Nine (9) feet in width on each side of the center line of the said tracks for the proper maintenance and operation of said tracks until such time as said Grantor, its successors or assigns, shall permanently abandon the use of said tracks and remove the same from said premises;

(d) The right, in common with the Grantee, its successors and assigns, to use the area adjacent to Track Number 428 for driveway purposes, provided, however, that the Grantee will provide a permanent Forty (40) foot easement over which the Grantee will construct a permanent driveway not less than Twenty (20) feet in width, at no cost to Grantor to replace the driveway easement adjacent to Track Number 428, within a reasonable time, and upon construction, the easement to use the area adjacent to Track Number 428 for driveway purposes shall cease, said permanent driveway of not less than Twenty (20) feet in width will be constructed Southerly of the warehouse known as Warehouse No. 63 presently on land owned by the Grantee, and shall lie between that building and the building to be constructed on the land acquired by the Grantee under this deed; it being understood that Grantor will be provided with the same easement rights as presently reserved and excepted in the area adjacent to Track Number 428, that being the right in common with the Grantee to use the area for driveway purposes.

By acceptance of this conveyance, the Grantee, its successors and assigns, hereby agrees that the area lying within a line drawn perpendicular and Fifty (50) feet Southeasterly of Track Number 430 of the above described property shall be left free from all buildings, structures, trees, shrubbery or other obstructions which will obstruct the view over said area.



I.

The Grantee shall:

Within Three (3) years from the date hereof construct a new dock on the above described premises immediately adjacent to the Fox River so as to provide a dock at least Three Hundred Fifty (350) feet in length and capable of accommodating ocean-going vessels having a draft of at least Twenty-Two (22) feet.

II.

If the Grantee fails within Three (3) years from the date hereof to construct a new dock as hereinbefore provided, then and in that event the Grantee agrees that it will, at the option of the Grantor, reconvey the above described premises on the following terms and conditions, to wit:

(a) Grantor shall, by no later than the Twenty-Seventh day of November, 1966, give notice of its intention to exercise its option to repurchase by mailing written notice thereof to Grantee by Registered Mail, said notice to be drafted so as to be recordable as a Lis Pendens, and by recording a copy of said notice in the office of the Register of Deeds for Brown County, Wisconsin. Failure to mail and record such notice as aforesaid shall be deemed a waiver of said right to repurchase for failure to construct a new dock as hereinbefore provided, and the provisions of this Section II shall be void and of no effect;

(b) Grantee shall, within Thirty (30) days after the receipt of said mailed notice, advise Grantor by Registered Mail as to Grantee's actual cost of improving said premises;

(c) Grantor shall, within Sixty (60) days after the receipt of Grantee's advise as to its actual cost of improving said premises, pay said amount to Grantee, together with the sum of SIXTY THOUSAND and No/100 DOLLARS ($60,000.00), provided, however, that if the reasonable market value of said improvements is less than the actual cost thereof, said lesser amount shall be paid for said improvements, it being the intent hereof that Grantor shall pay Grantee for said reconveyance the sum of SIXTY THOUSAND and No/100 DOLLARS $$60,000.00), plus the actual cost or reasonable market value of any improvements placed on said premises, whichever sum is the lesser amount. It is understood that there shall be deducted from said sum the diminished value of said improvements by reason of fire or other casualties. Upon payment therefor as aforesaid, Grantee shall deliver to Grantor a Warranty Deed of said premises, free of all liens and encumbrances subsequent to this conveyance.

In further consideration hereof, the Grantee expressly covenants and agrees that Grantee will not sell or dispose of the premises hereinabove described and hereinafter described, together with any improvements added thereto, or any part of same, to any person, firm or corporation without giving to the Grantor a Thirty (30) day option within which to purchase or otherwise acquire the right and interest to be sold or disposed of on the same terms and conditions as those on which the Grantee may be willing to sell or dispose of to any other party, to wit:

Two parcels of land, both lying within the former Military Reservation, known as Fort Howard, and accretions to said Military Reservation, in Township Twenty-four (24), North, Range Twenty (20) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at the point of intersection of the center line of the present Northbound main track, being the most Northwesterly main track of the Chicago and North Western Railway Company, with the Northeasterly line of Dousman Street, as now located and established in said City of Green Bay (said point of intersection being Sixty-Seven and Eight-Tenths (67.8) feet Northwesterly, measured along said Northeasterly line of Dousman Street from a point in said street line which is directly opposite U.S. Monument No. 22-A, being a brass plug set in concrete and located One (1) foot Northeasterly of

said street line); thence Northeasterly along said Railway center line which is at an angle of Seventy-Two Degrees, Forty Minutes (72° 40') in the Easterly Quadrant, with said Northeasterly line of Dousman Street, a distance of One Thousand Forty-Six and Eighty-Seven One-Hundredths (1,046.87) feet; thence Southeasterly at right angles to said Railway center line, a distance of Eighty-Five (85) feet to the point of beginning; thence continuing Southeasterly along the last described course, a distance of Three Hundred Eighteen and Sixty-Eight One-Hundredths (318.68) feet; thence Northeasterly along a line which forms an angle of One Hundred Degrees, Twelve Minutes (100° 12') measured clockwise from the last described course, a distance of Sixty-Three and Eight-Tenths (63.8) feet; thence Northwesterly at right angles, a distance of Five (5) feet; thence Northeasterly at right angles, a distance of Thirty-Seven (37) feet; thence Southeasterly at right angles, a distance of Twenty-Five (25) feet to a point in the Northwesterly boundary line of that certain parcel of land conveyed by said Railway Company to the Bunge Corporation by Quit Claim Deed dated February 2, 1951, recorded July 18, 1951, in Volume 299 of Deeds, Page 297, Brown County Records; thence Northeasterly at right angles and along said Northwesterly boundary line of land conveyed by said deed dated February 2, 1951, a distance of One Hundred Four and Two-Tenths (104.2) feet to the Northwesterly corner of said land conveyed by said deed dated February 2, 1951; thence Southeasterly at right angles, a distance of Four and Twenty-Five One-Hundredths (4.25) feet; thence Northerly along a curved line concave to the Northwest and having a radius of Seven Hundred Sixteen and Seventy-Eight One-Hundredths (716.78) feet (the long chord of which forms an angle of Sixty-Four Degrees Forty-Three Minutes (64° 43') measured clockwise from the last described course and has a length of Four Hundred Fifty and Twelve One-Hundredths (450.12) feet), a distance of Four Hundred Fifty-Seven and Eighty-Seven One-Hundredths (457.87) feet; thence Northwesterly along a line which forms an angle of Eighty-Six Degrees, Forty-Four Minutes (86° 44'), meassured clockwise from the last described long chord, a distance of Two Hundred Seventy-Four and Eight-Tenths (274.8) feet; thence Southwesterly along a line which forms an angle of One Hundred Eight Degrees, Twenty-One Minutes (108° 21') measured clockwise from the last described course, a distance of Five Hundred Forty-Six and Two-Tenths (546.2) feet to the point of beginning.

ALSO: Commencing at the aforesaid point of intersection of the Railway Company's present Northbound main track center line with the Northeasterly line of Dousman Street; thence Northeasterly along said main track center line and its tangent extended Northeasterly, a distance of One Thousand Five Hundred Ninety-Six and Eight-Tenths (1,596.8) feet; thence Southeasterly along a line which forms an angle of One Hundred Eleven Degrees Ten Minutes (111° 10') measured counterclockwise from the last described course, a distance of Four Hundred One and Three-Tenths (401.3) feet to the point of beginning; thence Southerly along a curved line concave to the Northwest and having a radius of Five Hundred Seventy-Three and Sixty-Nine One-Hundredths (573.69) feet, (the long chord of which forms an angle of One Hundred Degrees Twenty-Five Minutes (100° 25') measured counterclockwise from the last described course and has a length of Two Hundred Thirty-Five and Two Tenths (235.2) feet), a distance of Two Hundred Thirty-Six and Eighty-Eight One-Hundredths (236.88) feet; thence Southwesterly along a curved line concave to the Northwest and having a radius of Three Hundred Eighty-Six and Six One-Hundredths (386.06) feet (the long chord of which forms an angle of One Hundred Fifty-Four Degrees Fifteen Minutes (154° 15') measured counterclockwise from the last described long chord and has a length of Two Hundred Nine and Three-Tenths (209.3) feet), a distance of Two Hundred Eleven and Ninety-Nine One-Hundredths (211.99) feet thence Southwesterly along a line which forms an angle of One Hundred Sixty-Three Degrees, Thirty-Six Minutes (163° 36') measured counterclockwise from the last described long chord, a distance of Ninety-Four and Eighty-Five One Hundredths (94.85) feet to a point in a Northeasterly boundary line of the aforesaid land conveyed by deed to Bunge Corporation dated February 2, 1951; thence Southeasterly along said Northeasterly boundary line of land conveyed by said deed dated February 2, 1951, said boundary line forming an angle of Eighty-Nine Degrees, Thirty-Six Minutes (89° 36') measured



clockwise from the last described course, a distance of Five and Eighty-Five One-Hundredths (5.85) feet to a Northerly boundary corner of said land conveyed by said deed dated February 2, 1951; thence Northeasterly along a Northwesterly boundary line of said land conveyed by said deed dated February 2, 1951, said boundary line forming an angle of Ninety-Nine Degrees, Forty-Three Minutes (99° 43') measured clockwise from the last described course, a distance of Sixty (60) feet to a Northerly boundary corner of said land conveyed by deed dated February 2, 1951; thence Southeasterly along the most Northeasterly boundary line of said land conveyed by said deed dated February 2, 1951, said boundary line forming an angle of Two Hundred Sixty-Two Degrees, Twenty-Five Minutes (262° 25') measured clockwise from the last described course, a distance of Forty-Nine (49) feet to a point in the present Government Dock Line of the Fox River, as established in the Year 1912; thence Northerly along said Government Dock Line, a distance of Five Hundred Twenty-Two (522) feet, more or less, to a point in a Southeasterly extension of the above described line which forms an angle of One Hundred Eleven Degrees, Ten Minutes (111° 10') measured counterclockwise from the tangent of the Railway Company's Northbound main track extended Northeasterly; thence Northwesterly along said Southeasterly extension of said line which forms an angle of One Hundred Eleven Degrees Ten Minutes (111° 10') with the tangent of the Northbound main track, a distance of One Hundred Twenty-Four (124) feet, more or less, to the point of beginning.

Claiming in all, Two Hundred Forty-Eight Thousand Six Hundred Seventeen (248,617) square feet, more or less, and situated in the City of Green Bay, County of Brown, and State of Wisconsin.

The Thirty (30) day option hereinbefore granted by the Grantee to the Grantor shall be in writing and shall be addressed to the President of the Chicago and North Western Railway Company at its Chicago offices, and shall incorporate in said notice the terms and conditions upon which Grantee proposes to sell the premises, together with improvements.

If the Grantor elects to exercise its option, it shall do so by notifying Grantee of its election in writing within Thirty (30) days after receipt of notice from the Grantee of the proposed sale, the notice to be addressed to the President of Leicht Transfer & Storage Co. at 1401 State Street, Green Bay, Wisconsin.

In case of any transfer or assignment of interest, unless the Grantor or the Grantee, as the case may be, are notified of said transfer, notice sent to the persons and places hereinbefore described shall be deemed in compliance with this deed.

The closing shall take place within a reasonable time after the exercise of the option, but in no event, not later than Sixty (60) days after receipt of notice, whereupon the Grantee shall deliver to Grantor a deed conveying said right and interest, subject to such liens and encumbrances as may be specifically excepted in the proposed terms and conditions, along with such evidence of title, if any, which the Grantee proposed to furnish to such other party. Failure to exercise the option granted by such preemptive right on one or more occasions shall not affect the right of the Grantor to exercise its preemptive on any occasion thereafter arising. Such preemptive right shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, up to and including May 1, 1988.

Each covenant and condition contained herein shall run with the land and be binding upon the transferees, successors and assigns of the Grantee.

IN WITNESS WHEREOF, the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary, and the LEICHT TRANSFER & STORAGE CO. has hereunto caused its corporate seal to be affixed, and this instrument to be signed by its President, and attested by its Secretary, this Twenty-Third day of September A.D. 1963.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

(SEAL)

By C. J. FITZPATRICK
President

~~276~~
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Attest T. A. ROSS
Secretary

Signed, Sealed and Delivered
in Presence of:

OPAL T. MORGAN

V. J. LUISI

Approved C.. S. ANDERSON
Chief Title Officer

LEICHT TRANSFER & STORAGE CO.

By FRED L. LEICHT
President

Signed, Sealed and Delivered (SEAL)
in Presence of:

F. N. TROWBRIDGE

MARGARET W. JOHNSON

Attest LOUIS A. VANDEWALLE
Secretary

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this Twenty-Third day of September, 1963, the above named C. J. FITZPATRICK, as President, and T. A. ROSS, as Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation, to me known to be the persons and officers who, for and in behalf of said corporation, executed the foregoing instrument and acknowledged the same

IRENE E. PAULSON
Notary Public, Cook County, Ill.
My Commission exp. Oct. 5, 1963.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
COUNTY OF BROWN )

Personally came before me this Twenty-Third day of September, 1963, the above named FRED L. LEICHT, as President and LOUIS A VANDEWALLE, as Secretary of LEICHT TRANSFER & STORAGE CO., a corporation, to me known to be the persons and officers who, for and in behalf of said corporation, executed the foregoing instrument and acknowledged the same.

MARGARET W. JOHNSON
Notary Public, Brown County, Wisconsin
My Commission expires: June 19, 1966

(NOTARIAL SEAL)

STATE OF WISCONSIN ) SS.
DEPARTMENT OF STATE )

Received this 29th day of November A.D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 271-276.

ROBERT C. ZIMMERMAN
Secretary of State

~~277~~
255 NOTED
($.50)

R E L E A S E

OF RIGHT AND OPTION FROM CHICAGO AND NORTH WESTERN RAILWAY COMPANY
(MEMORANDUM OF AGREEMENT, DATED MAY 2, 1958)
TO

LEICHT TRANSFER & STORAGE CO.

DATED, OCTOBER 17, 1963

CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, hereinafter called "Railway", hereby releases the right and option granted to it by virtue of the Memorandum of Agreement dated May 2, 1958, between Railway and LEICHT TRANSFER & STORAGE CO., recorded in Volume 96 of Miscellaneous Records, Page 155 on June 2, 1958 in the Office of Register of Deeds in and for the County of Brown and State of Wisconsin and also recorded in Volume ~~22~~ 46 of Railroad Mortgages, at Pages 462 - 465, on June 16, 1958 in the Office of the Secretary of State of the State of Wisconsin, saving, excepting and reserving, however, all other rights and interests of Railway by virtue of the provisions contained in Quit Claim Deed dated May 2, 1958 from Chicago and North Western Railway Company to Leicht Transfer & Storage Co. and recorded June 2, 1958 in the Office of the Recorder of Deeds of Brown County, Wisconsin, as Document Number 535552 in Volume 347 of Deeds, Page 651, and also a Quit Claim Deed dated September 23, 1963 from Chicago and North Western Railway Company to Leicht Transfer & Storage Co. and recorded September 27, 1963 in the Office of the Recorder of Deeds of Brown County, Wisconsin as Document Number 606240 in Volume 636 of Records, Page 645.

DATED this Seventeenth day of October, 1963.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By C. J. Fitzpatrick
President

Signed, Sealed and Delivered (SEAL)
in Presence of:

V. J. Luisi

J. C. Wilson

Attest T. A. Ross
Secretary

Approved C. S. Anderson
Chief Title Officer

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this Seventeenth day of October A.D. 1963, the above named C. J. FITZPATRICK, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and T. A. ROSS, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

A. S. FLECK
Notary Public in and for Cook
County, Illinois
My Commission expires: Aug. 23,1966

(NOTARIAL SEAL)

STATE OF WISCONSIN ) SS.
DEPARTMENT OF STATE)

Received this 29th day of November A.D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on page 277.

ROBERT C. ZIMMERMAN
Secretary of State

R E L E A S E
OF CERTAIN LAND IN THE CITY OF FORT ATKINSON, COUNTY OF JEFFERSON, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO

TO

JONES DAIRY FARM

DATED, NOVEMBER 21, 1963

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto JONES DAIRY FARM, of Fort Atkinson, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fort Atkinson, County of Jefferson, and State of Wisconsin, and described as follows, to wit:

A strip of land Fifty (50) feet wide and One Thousand Five Hundred (1,500) feet long, situated in the East Half (E ½) of Section Four (4), Township Five (5) North, Range Fourteen (14) East, and lying Northwesterly of and contiguous to Grantor's Northwesterly line of the One Hundred (100) foot right of way, bounded as follows, to wit: On the Northwesterly side by the Southeasterly side of Jones Avenue; on the Northerly side by the center line of Milwaukee Avenue; on the Southeasterly side by said Northwesterly right of way line of the Grantor; and on the Southwesterly side by the Northerly line of South Fifth Street, as said South Fifth Street is now located and established across said One Hundred (100) foot right of way.

Subject to public streets and highways.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 21st day of November A.D., Nineteen Hundred and Sixty-Three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

Witnesses:
To the Signatures of the Officers of
The First National Bank of Chicago:

G. N. SIMPSON, JR.

M. R. LEYDEN



STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, Norman Neher a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 21st day of November A.D., Nineteen Hundred and Sixty-Three.

NORMAN NEHER
Notary Public
In and for the County of Cook in
the State of Illinois
My Commission as such Notary Public
expires: Dec. 16, 1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 11th day of December A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 278-279.

ROBERT C. ZIMMERMAN
Secretary of State

R E L E A S E
OF CERTAIN LAND IN THE CITY OF FORT ATKINSON, COUNTY OF JEFFERSON, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY

TO

JONES DAIRY FARM

DATED, DECEMBER 3, 1963

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on J une 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto JONES DAIRY FARM, of Fort Atkinson, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fort Atkinson, County of Jefferson, and State of Wisconsin, and described as follows, to wit:

A strip of land Fifty (50) feet wide and One Thousand Five Hundred (1,500) feet long, situated in the East Half (E ½) of Section Four (4), Township Five (5) North, Range Fourteen (14) East, and lying Northwesterly of and contiguous to Grantor's Northwesterly line of the One Hundred (100) foot right of way, bounded as follows, to wit: On the Northwesterly side by the Southeasterly side of Jones Avenue; on the Northerly side by the center line of Milwaukee Avenue; on the Southeasterly side by said Northwesterly right of way line of the Grantor; and on the Southwesterly side by the Northerly line of South Fifth Street, as said South Fifth Street is now located and established across said One Hundred (100) foot right of way.

Subject to public streets and highways.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 3rd day of December A.D., Nineteen Hundred and Sixty-Three.

(SEAL)

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By R. G. PINTARD
Trust Officer

Attest:

J. M. DOYLE
Assistant Secretary

WITNESS:
To the Signatures of the Officers of
Chemical Bank New York Trust Company

D. Suits

R. W. Wagner



STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, John L. Bervar a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N. J. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, New York and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, N.Y. this 3rd day of December A.D., Nineteen Hundred and Sixty-Three.

JOHN L. BERVAR
Notary Public
In and for the County of New York
in the State of New York.
No. 41-5303890
Term expires March 30, 1964
Qualified in Queens County
Cert. filed with New York County

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 11th day of December A.D. 1963 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 280-281.

ROBERT C. ZIMMERMAN
Secretary of State

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(Rec'd 1/75)

# R E L E A S E

OF CERTAIN LAND IN THE CITY OF MARINETTE, COUNTY OF MARINETTE, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

SINCLAIR REFINING COMPANY

DATED, NOVEMBER 21, 1963

---

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SINCLAIR REFINING COMPANY all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the ~~Village~~ City of Marinette, County of Marinette, and State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter of the Southwest Quarter (NW ¼ SW¼) of Section Six (6), Township Thirty (30) North, Range Twenty-Four (24) East, described as follows, to wit: Beginning on the South line of Hall Avenue, at the Northwest corner of Lot Five (5) of Block One (1) of the N. Ludington Company's Third Addition to the Village (now City) of Marinette, according to the recorded plat thereof, which said beginning point is One Hundred Fifty-One and Two-Tenths (151.2) feet East, measured on said South line, from the center line of the main track of the Chicago and North Western Railway Company, and One Hundred Fifty (150) feet perpendicularly distant from said center line; thence West, on said South line of Hall Avenue, Forty (40) feet; thence South, parallel with said center line, Forty-Three (43) feet; thence East, parallel with said South line, Nine (9) feet; thence South, parallel with said center line, Sixty-Eight (68) feet; thence East, parallel with said South line, Thirty-One (31) feet, to the West line of Lot Five (5) of Block One (1) aforesaid; thence North, parallel with said main track center line, and on and along the West line of Lot Five (5) of Block One (1) aforesaid, One Hundred Eleven (111) feet, to the point of beginning; situate in the City of Marinette, County of Marinette, and State of Wisconsin.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 21st day of November A.D., Nineteen Hundred and Sixty-Three.

(SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

G. N. Simpson, Jr.

M. R. Leyden

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STATE OF ILLINOIS )
COUNTY OF COOK ) SS

I, Norman Neher a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association; and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 21st day of November A.D., Nineteen Hundred and Sixty-Three.

NORMAN NEHER
Notary Public
In and for the County of Cook in the
State of Illinois.
My Commission as such Notary Public
Expires: Dec. 16, 1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 30th day of December A.D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 282-283.

ROBERT C. ZIMMERMAN
Secretary of State

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(Fee $1.75)



RELEASE

OF CERTAIN LAND IN THE CITY OF MARINETTE, COUNTY OF MARINETTE, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

SINCLAIR REFINING COMPANY

DATED, DECEMBER 3, 1963

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SINCLAIR REFINING COMAPNY all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the ~~Village~~ City of Marinette, and State of Wisconsin and described as follows, to wit:

That part of the Northwest Quarter of the Southwest Quarter (NW ¼ SW¼) of Section Six (6), Township Thirty (30) North, Range Twenty-Four (24) East, described as follows, to wit: Beginning on the South line of Hall Avenue, at the Northwest corner of Lot Five (5) of Block One (1) of the N. Ludington Company's Third Addition to the Village (now City) of Marinette, according to the recorded plat thereof, which said beginning point is One Hundred Fifty-One and Two-Tenths (151.2) feet East, measured on said South line, from the center line of the main track of the Chicago and North Western Railway Company, and One Hundred Fifty (150) feet perpendicularly distant from said center line; thence West, on said South line of Hall Avenue, Forty (40) feet; thence South, parallel with said center line, Forty-Three (43) feet; thence East, parallel with said South line, Nine (9) feet; thence South, parallel with said center line, Sixty-Eight (68) feet: thence East, parallel with said South line, Thirty-One (31) feet to the West line of Lot Five (5) of Block One (1) aforesaid, thence North, parallel with said main track center line, and on and along the West line of Lot Five (5) of Block One (1) aforesaid, One Hundred Eleven (111) feet, to the point of beginning; situate in the City of Marinette, County of Marinette, and State of Wisconsin.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 3rd day of December A.D., Nineteen Hundred and Sixty Three.

(SEAL)

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By R. G. PINTARD
Trust Officer

ATTEST:
J. M. DOYLE



WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. SUITS

R. W. WAGNER

STATE OF NEW YORK )
) ss.
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, TRUST OFFICER and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, New Jersey and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 3rd day of December A.D., Nineteen Hundred and Sixty-Three.

JOHN L. BERVAR

(NOTARIAL SEAL)

In and for the County of New York in the State of New York.
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1964.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 30th day of December A.D. 1963 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 284-285.

ROBERT C. ZIMMERMAN
Secretary of State

PARTIAL RELEASE
OF CERTAIN LAND IN THE COUNTY OF LA CROSSE, STATE OF WISCONSIN
FROM LIEN OF
FIRST AND REFUNDING MORTGAGE OF FEBRUARY 1, 1921
AND SUPPLEMENTS OF AUGUST, 1, 1944, AUGUST 1, 1945, FEBRUARY 1, 1950 AND FEBRUARY 1, 1958
BY

THE FIRST NATIONAL CITY BANK OF NEW YORK AND JACOB M. FORD, II, TRUSTEES

TO

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

DATED, DECEMBER 30, 1963

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: That First National City Bank (successor by merger to the First National Bank of the City of New York), a national banking association, incorporated and existing under the laws of the United States of America, and Jacob M. Ford, II, (by succession to Frazier L. Ford), Trustees, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby remise, release, and quitclaim unto the Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, all right, title, interest, claim or demand whatsoever said First National City Bank and Jacob M. Ford, II, Trustees, may have acquired in, through, or by a certain Trust Mortgage bearing date of the first day of February, 1921, and recorded in the office of the Secretary of State of the State of Wisconsin in Volume 22 of Railroad Mortgages, Page 127 as supplemented by Supplemental Indenture, dated August 1, 1944, unrecorded, Supplemental Indenture and Second Supplemental Indenture, both dated August 1, 1945, Third Supplemental Indenture dated February 1, 1950, and a Supplemental Indenture dated February 1, 1958, all recorded in the office of the Secretary of State of the State of Wisconsin in Volume 39 of Railroad Mortgages, Pages 173 and 187, Volume 43 of Railroad Mortgages page 340, and Book 46 R.R.R. & Liens, Page 89, respectively, to the following described property in La Crosse County, State of Wisconsin, to-wit:

Those parts of Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14, of Block 8 in Jane Cole's Addition to North LaCrosse, that lie west of a line drawn 50 feet normally distant northwesterly of, parallel and concentric with the city main track (also known as track #76), of the Chicago, Burlington & Quincy Railroad Company, as said track is now maintained and operated on, over and across said Block 8, containing an area of 31,190 square feet, more or less, situated in LaCrosse County, Wisconsin.

This release is made and accepted without covenants or warranties, expressed or implied, in law or in equity, and without recourse to the grantors in any event or in any contingency.

It is understood that the lien of said Trust Mortgage is not in any degree or to any extent impaired or affected hereby upon any property covered by said mortgage other than that specifically herein described.

IN WITNESS WHEREOF, First National City Bank has caused these presents to be signed with its corporate name by a Vice President and its corporate seal to be hereon impressed and attested by an Assistant Cashier and the said Jacob M. Ford, II, Trustee, has duly executed same, as of the 30th day of December, 1963.

(SEAL)

FIRST NATIONAL CITY BANK
as Trustee, as aforesaid,

By E. F. MITCHELL
Vice President

ATTEST:

D. F. NEIL
Assistant Cashier

Witnesses to signatures:

C. Arvani

E. KROMANN

JACOB M. FORD, II
Individual Trustee.

Witnesses to signature:

R. E. Jones, Jr.

Macon Dudley



STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

Be it remembered, that on this 30th day of December A.D. 1963, before me, a Notary Public in and for said County and State, personally appeared E. F. Mitchell, Vice President of First National City Bank, a national banking association, incorporated and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as Vice President, who, being by me duly sworn, says that he is Vice President of First National City Bank, Trustee, and that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that it was affixed by authority of its Board of Directors; that said instrument was signed and sealed by him in behalf of said corporation as Vice President of said corporation; and the said E. F. Mitchell acknowledged said instrument, and that it was the voluntary act and deed of First National City Bank, Trustee, and that he, as Vice President, signed, sealed and delivered said instrument as the free and voluntary act and deed of First National City Bank, Trustee, and as his own free and voluntary act and deed as Vice President, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of December A.D., 1963.

(NOTARIAL SEAL)

JOHN L. GRIMMELBEIN
Notary Public in and for said
County and State.
No. 30-6675350
Qualified in Nassau County
Cert. filed in N. Y. County
Term Expires March 30, 1964.

STATE OF MISSOURI )
) SS.
COUNTY OF BUCHANAN )

I, Lois McKinley, Notary Public in and for the said County, in the State aforesaid, do hereby certify that Jacob M. Ford, II, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 6th day of January, A.D. 1964.

(SEAL)

LOIS McKINLEY
Notary Public
My Commission expires July 28, 1965.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 17th day of January A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 286-287.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (Fee $2.75)

QUIT CLAIM DEED

COVERING CERTAIN LAND IN THE CITY OF BELOIT, ROCK COUNTY

FROM

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

ROCK RIVER LUMBER COMPANY

DATED, DECEMBER 30, 1963

- - - - - - - - - - - - -

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of Twenty-three Thousand and No/100 Dollars ($23,000.00), conveys and quitclaims to ROCK RIVER LUMBER COMPANY of Beloit, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Beloit, County of Rock, and the State of Wisconsin, to wit:

That part of Block Sixty-Two (62) of the plat and survey of Beloit, made by John Hopkins for Robert P. Crane, et al, and of land known as Lot One Hundred Twenty-Two (122), according to Rice's survey of the Village (now City) of Beloit; and of Lots known as Lots Two (2), Three (3), Four (4) and Five (5), also part of Lots One (1), Six (6) and Seven (7) of Brown & Fisher's Subdivision in said Block Sixty-Two (62) and part of vacated Mill Street, described as follows: Commencing at the intersection of the North line of East Water Street with the West line of Mill Street; thence running North Ten Degrees Fifty Minutes (10° 50') East along the West line of Mill Street and the same extended Northerly, a distance of Two Hundred Twenty-Five and Two-Tenths (225.2) feet; thence North Seventy-Eight Degrees Thirty-Nine Minutes (78° 39') West, a distance of Twenty and Sixty-Five One-Hundredths (20.65) feet; thence running Southwesterly on a curve line concave to the Southeast, and having a radius of Three Hundred Ninety-Four and Seventy-Eight One Hundredths (394.78) feet and a chord bearing North Eighty-Seven Degrees Thirty-Eight Minutes (87° 38') West, a distance of One Hundred Twenty-Three and Seventy Nine One-Hundredths (123.79) feet as measured on the arc; thence running Southwesterly on a curve line concave to the Southeast and having a radius of Two Hundred Sixteen (216) feet and a chord bearing South Seventy Degrees Thirty-Two Minutes (70° 32') West, a distance of Ninety-Six and Eighty-Eight One- Hundredths (96.88) feet as measured along the arc; thence running Southwesterly on a curve line concave to the Southeast and having a radius of Three Hundred Eleven and Eighty-Two One-Hundredths (311.82) feet and a chord bearing South Forty-Three Degrees Thirty-Seven Minutes (43° 37') West, a distance of One Hundred Fifty-Three and Ten One-Hundredths (153.10) feet, as measured along the arc to a point Fifty (50) feet Easterly of and normal from the center line of main track as originally located and established of the Chicago and North Western Railway Company; thence North Zero Degrees Two Minutes Twenty Seconds (0° 02' 20") West along a line parallel with and Fifty and No One-Hundredths (50.00) feet Easterly of and normal from the center line of said main track to the Northerly face of the stone retaining wall along the Southerly side of the Rock River; thence Northeasterly along the Northerly face of said retaining wall along the Southerly side of said Rock River to the intersection with a line having a bearing of North Thirteen Degrees Ten Minutes (13° 10') West from the point of beginning; thence South Thirteen Degrees Ten Minutes (13° 10') East along said line to the point of beginning.

Also granting to Grantee a perpetual non-exclusive easement for driveway purposes only over the following described lands:

Commencing at the Southeast corner of said Block Sixty-Two (62); thence North Ten Degrees Fifty Minutes (10° 50') East along the West line of Mill Street and the same extended Northerly, a distance of Two Hundred Twenty-Five and Two-Tenths (225.2) feet to the point of beginning; thence North



Thirteen Degrees Ten Minutes (13° 10') West, a distance of One Hundred Twenty-One and Ninety-Four One-Hundredths (121.94) feet; thence North Seventy-One Degrees Seven Minutes Thirty Seconds (71° 07' 30") East, a distance of Twenty and Ten One-Hundredths (20.10) feet; thence South Thirteen Degrees Ten Minutes (13° 10') East, a distance of One Hundred Twenty-Eight and Nineteen One-Hundredths (128.19) feet; thence South Ten Degrees Fifty Minutes (10° 50') West, a distance of Fifty-Two and Thirteen One-Hundredths (52.13) feet to the North line of Broad Street extended West; thence North Seventy-Eight Degrees Thirty-Eight Minutes Thirty Seconds (78° 38' 30") West, a distance of Twenty and No One-Hundredths (20.00) feet to the West line of said Mill Street; thence North Ten Degrees Fifty Minutes (10° 50') East along said West line of Mill Street, a distance of Forty-Seven and Seven-Tenths (47.7) feet to the point of beginning.

ALSO: Commencing at the Southeast corner of said Block Sixty-Two (62); thence North Seventy-Eight Degrees Thirty-Three Minutes (78° 33') West along the Northerly line of East Water Street, a distance of Three Hundred Two and Two Tenths (302.2) feet to the point of beginning; thence continuing North Seventy-Eight Degrees Thirty-Three Minutes (78° 33') West, a distance of Twenty-Five and Fifty-One One-Hundredths (25.51) feet; thence North Zero Degrees Two Minutes Twenty Seconds (0° 02' 20") West along a line parallel with and Twenty-Five (25) feet Easterly from and normal to the center line of main track of the Chicago and North Western Railway Company, as now located and established to the North face of the stone retaining wall along the Southerly side of the Rock River; thence Northeasterly along said Northerly face of said retaining wall to the intersection with a point Fifty (50) feet Easterly of and normal to the center line of said main track; thence South Zero Degrees Two Minutes Twenty Seconds (0° 02' 20") East along a line parallel with the center line of said main track to the point of beginning.

This conveyance is subject, however, to the rights of the City of Beloit for a sewer line and described in a document recorded in the Rock County Recorder's Office in Book 144, Page 578.

Dated this Thirtieth day of December, 1963.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered in Presence Of;

V. J. LUISI

J. C. WILSON (SEAL)

By C. J. FITZPATRICK
President

Attest T. A. ROSS
Secretary

Approved: C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS ) SS.
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. FITZPATRICK and T. A. ROSS, to me personally known and known to me to be respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this Thirtieth of December, 1963.

A. S. FLECK
Notary Public, in and for the County of Cook, in the State of Illinois.
My Commission Expires: Aug. 23,1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS

Received this 17th day of January A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 288-289.

ROBERT C. ZIMMERMAN
Secretary of State

(No Fee)

EASEMENT FOR HIGHWAY PURPOSES

COVERING CERTAIN LAND IN THE COUNTY OF PEPIN, STATE OF WISCONSIN

BY

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, DECEMBER 20, 1963

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Two Hundred Thirty and No/100 Dollars (230.00), and other good and valuable considerations, CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation created and existing under and by virtue of the laws of the STATE of Illinois, party of the First Part, does hereby grant to the State of WISCONSIN, the party of the Second Part, a perpetual easement for highway purposes, including the right and privilege to enter upon said lands to construct, reconstruct, repair, and maintain a public highway across, over or under said lands situate in Pepin County, Wisconsin, as shown in shaded yellow and blue areas on Railroad Company Plan 111205-A attached hereto and made a part hereof, and described as follows:

All of that part of the party of the First Part property in Lots 1, 2, 3, 4, Block 1; Lots 1, 2, 3, 4, 5, Block 6, of the Original Plat of the Village of Stockholm, and that part of Government Lots 3 and 4 lying northwesterly of said Block 6 and lying southwesterly of the southwesterly right of way line of present marked and travelled S.T.H. 35, all in Section Twelve (12), Township Twenty-three (23) North, Range Sixteen (16) West of the 4th Principal Meridian, and northeasterly of a line to be described from the following described reference line;

Commencing at the southeast corner of Section Twelve (12), Township Twenty-three (23) North, Range Sixteen (16) West of the 4th Principal Meridian; thence South 2 degrees 26 minutes 34 seconds West (Grid) a distance of 474.20 feet; thence North 61 degrees 00 minutes 26 seconds West (Grid) a distance of 494.85 feet; thence North 56 degrees 35 minutes 26 seconds West (Grid) a distance of 1640 feet to the point of beginning on said reference line being Station 5+50 of said reference line; thence continuing North 56 degrees 35 minutes 26 seconds West (Grid) a distance of 337.49 feet; thence northwesterly on a 5729.58 foot radius (1 degree 00 minutes) curve concave southwesterly a distance of 810.32 feet; thence North 64 degrees 41 minutes 37 seconds West (Grid) a distance of 520.91 feet; thence northwesterly on a 2083.48 foot radius (2 degrees 45 minutes) curve concave northeasterly a distance of 853.45 feet; thence North 41 degrees 13 minutes 26 seconds West (Grid) a distance of 780.26 feet; thence northerly on a 5729.58 foot radius (1 degree 00 minutes) curve concave southwesterly a distance of 974.87 feet; thence North 50 degrees 58 minutes 21 seconds West (Grid) a distance of 477.58 feet; thence northwesterly on a 5729.58 foot radius (1 degree 00 minutes) curve concave northeasterly a distance of 2015.47 feet; thence North 30 degrees 49 minutes 04 seconds West (Grid) a distance of 546.76 feet; thence northwesterly on a 2864.79 foot radius, (2 degrees 00 minutes) curve concave northeasterly a distance of 516.94 feet; thence North 20 degrees 28 minutes 44 seconds West (Grid) a distance of 182.40 feet; thence northwesterly on a 1432.39 foot radius (4 degrees 00 minutes) curve concave southwesterly a distance of 673.39 feet; thence North 47 degrees 24 minutes 51 seconds West (Grid) a distance of 222.27 feet; thence northwesterly on a 1145.92 foot radius (5 degrees 00 minutes) curve concave northeasterly a distance of 771.83 feet; thence North 8 degrees 49 minutes 21 seconds West (Grid) a distance of 31.19 feet; thence northerly on a 3580.99 foot radius (1 degree 36 minutes) curve concave easterly a distance of 934.54 feet; thence North 6 degrees 07 minutes 48 seconds East (Grid) a distance of 616.95 feet; thence northerly on a 11,459.2 foot radius (0 degrees 30 minutes) curve concave westerly a distance



of 540.63 feet; thence North 3 degrees 25 minutes 37 seconds East (Grid) a distance of 743.79 feet; thence northerly on a 1909.86 foot radius (3 degrees 00 minutes) curve concave westerly a distance of 705.54 feet; thence North 17 degrees 44 minutes 21 seconds West (Grid) a distance of 460.31 feet; thence northerly on a 2864.79 foot radius (2 degrees 00 minutes) curve concave easterly a distance of 545.38 feet; thence North 6 degrees 49 minutes 54 seconds West (Grid) a distance of 100 feet to the point of ending of said reference line being Station 149+12.27 of said reference line.

Said line is described as follows: Beginning at a point that is 30 feet distant at right angles southwesterly from said Station 5+50; thence westerly in a direct line to a point that is 100 feet distant at right angles southwesterly from Station 6+50 of said reference line; thence northwesterly parallel to said reference line a distance of 550 feet as measured along said reference line to a point; thence northwesterly, in a direct line to a point that is 130 feet distant radially southwesterly from Station 16+00 of said reference line; thence northwesterly in a direct line to a point that is 65 feet distant at right angles southwesterly from Station 19+/65 of said reference line.

Also all that portion of Government Lot 1, Section Two (2), Township Twenty-three (23) North, Range Sixteen (16) West of the 4th Principal Meridian, lying westerly of the easterly right of way line of said railroad company and easterly of the following described line: Beginning at a point 70 feet distant at right angles westerly from Station 128+00 of said reference line; thence northerly in a direct line to a point 100 feet distant at right angles westerly from Station 129+00 of said reference line; thence northerly parallel to said reference line to a point 100 feet distant radially westerly from Station 134+80 of said reference line.

Also all that part of the right of way of the Chicago, Burlington & Quincy Railroad Company lying easterly of said S.T.H. 35 in Government Lot 4, Section 35, Township Twenty-four (24) North, Range Sixteen (16) West of the 4th Principal Meridian, and that portion of said Government Lot 4 lying westerly of said S.T.H. 35 and easterly of the following described line: Beginning at a point that is 54 feet distant at right angles westerly from Station 140+48 of said reference line; thence westerly in a direct line to a point that is 130 feet distant at right angles westerly from Station 140+70 of said reference line; thence northerly in a direct line to a point 120 feet distant radially and at right angles westerly from station 142+66.89 of said reference line; thence northerly parallel to said reference line a distance of 133.11 feet to a point; thence northerly in a direct line to a point that is 90 feet distant radially westerly from Station 145+00 of said reference line.

Containing 4.05 acres, more or less.

The company also grants a limited highway easement in perpetuity for the right to cut, trim, and keep clear all trees and undergrowth which may, in any way, obstruct or hinder the view from the scenic overlook, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to plant and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, on the following described lands in Pepin County, Wisconsin, to wit:

That part of Government Lot 3, Section Two (2), Township Twenty-three (23) North, Range Sixteen (16) West of the 4th Principal Meridian, lying southwesterly of the northeasterly boundary of the Chicago, Burlington & Quincy Railroad right of way and northeasterly of a line to be described from the above described reference line:

Said line is described as follows: Beginning at a point that is 90 feet distant radially southwesterly from Station 100+00 of said reference line; thence southeasterly, in a direct line

to a point that is 115 feet distant radially southwesterly from Station 97+50 of said reference line; thence southeasterly parallel to said reference line a distance of 215 feet as measured along said reference line; thence easterly in a direct line to a point that is 85 feet distant radially southwesterly from Station 94+98 of said reference line.

IN WITNESS WHEREOF, the said party of the First Part has caused these presents to be signed by J. J. Alms, its Assistant Vice President, and countersigned by W. K. Bush, its Secretary, at Chicago, Illinois, and its corporate seal to be hereunto affixed, this 20th day of December, A. D. 1963.

(SEAL) CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

Signed and Sealed in Presence of

By J. J. ALMS
Assistant Vice President

C. C. Kingery

E. W. Riebow

W. K. BUSH
Secretary

STATE OF ILLINOIS)
SS.
COUNTY OF COOK )

Personally came before me, this 24th day of December, A.D. 1963, J. J. Alms, Assisant Vice President and W. K. Bush, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Assistant Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

R. W. SMITH
Notary Public
My Commission Expires Mar. 31, 1965

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 21st day of January A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 290-292.

ROBERT C. ZIMMERMAN
Secretary of State



D E E D

COVERING CERTAIN LAND IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, DECEMBER 30, 1963

- - - - - - - - - - - - -

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, Grantor, for and in consideration of the sum of FIVE THOUSAND TWO HUNDRED ONE and No/100 DOLLARS ($5,201.00), to it in hand paid, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, Grantee, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the City of Milwaukee, County of Milwaukee, and State of Wisconsin, to wit:

That part of the Northwest Quarter (NW ¼) of Section Thirty-One (31), Township Eight (8) North, Range Twenty-One (21) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the West line of said Quarter Section, Fifty (50) feet Southwesterly of, as measured radially from the center line between the two most Westerly Wye Tracks of the Chicago and North Western Railway Company, as now located and established; thence South Zero Degrees Sixteen Minutes Ten Seconds (00° 16' 10") West along the West line of said Quarter Section to a point One Thousand Four Hundred Sixty (1,460) feet North, Zero Degrees Sixteen Minutes Ten Seconds (00° 16' 10") East of the Southwest corner of said Quarter Section; thence North Eighty-Seven Degrees Forty-Four Minutes Ten Seconds (87° 44' 10") East along a line parallel with the South line of said Quarter Section, a distance of Sixty and Six One-Hundredths (60.06) feet; to a point located on a line 60 feet easterly of and parallel to the west line of said Quarter Section, as measured at right angles to said west line thence North Zero Degrees Sixteen Minutes Ten Seconds (00° 16' 10") East along a line parallel with the West line of said Quarter Section to a point Fifty (50) feet Southwesterly of, as measured radially from the center line between said two most Westerly Wye Tracks; thence Northwesterly along a line parallel with the center line of said two most Westerly Wye Tracks to the point of beginning. Except the West Thirty-Three (33) feet thereof, presently used for highway purposes.

ALSO: A strip of land One Hundred Fifty (150) feet in width, lying between two lines drawn parallel with and distant Seven Hundred Five and Forty-Three One-Hundredths (705.43) feet and Eight Hundred Fifty-Five and Fifty-Nine One-Hundredths (855.59) feet, respectively, South of, as measured along a line parallel with the West line of said Quarter Section from the North line of said Section, bounded on the West by a line drawn parallel with and distant Sixty (60) feet East of, as measured at right angles from the West line of said Quarter Section, and bounded on the East by a line drawn parallel with and distant one hundred (100) feet Southwesterly of, as measured radially from the center line between the two most Westerly Wye Tracks of the Chicago and North Western Railway Company, as now located and established.

Reserving, however, unto said Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described; and further, the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, and assigns.

~~204~~ 272

IN WITNESS WHEREOF, the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this Thirtieth day of December A.D. 1963.

(SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered in Presence of:

V. J. Luisi

J. C. Wilson

By C. J. FITZPATRICK
President

Attest T. A. ROSS
Secretary

Approved C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this Thirtieth day of December A.D. 1963, the above named C. J. FITZPATRICK, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and T. A. ROSS, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public in and for Cook County, Illinois
My Commission Expires: August 23, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 21st day of January A.D. 1964 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 293-294.

ROBERT C. ZIMMERMAN
Secretary of State

~~205~~ 273 INDEXED (Fee $2.50)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF BELOIT, COUNTY OF ROCK, WISCONSIN

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

ROCK RIVER LUMBER COMPANY

DATED, JANUARY 21, 1964

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Pages 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto ROCK RIVER LUMBER COMPANY, of Beloit, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Beloit, County of Rock, and State of Wisconsin, and described as follows, to wit:

That part of Block Sixty-Two (62) of the plat and survey of Beloit, made by John Hopkins for Robert P. Crane, et al, and of land known as Lot One Hundred Twenty-Two (122), according to Rice's survey of the Village (now City) of Beloit; and of Lots known as Lots Two (2), Three (3), Four (4) and Five (5), also part of Lots One (1), Six (6) and Seven (7) of Brown & Fisher's Subdivision in said Block Sixty-Two (62) and part of vacated Mill Street, described as follows: Commencing at the intersection of the North line of East Water Street with the West line of Mill Street; thence running North Ten Degrees Fifty Minutes (10° 50') East along the West line of Mill Street and the same extended Northerly, a distance of Two Hundred Twenty-Five and Two-Tenths (225.2) feet; thence North Seventy-Eight Degrees Thirty-Nine Minutes (78° 39') West, a distance of Twenty and Sixty-Five One-Hundredths (20.65) feet; thence running Southwesterly on a curve line concave to the Southeast, and having a radius of Three Hundred Ninety-Four and Seventy-Eight One-Hundredths (394.78) feet and a chord bearing North Eighty-seven Degrees Thirty-Eight Minutes (87° 38') West, a distance of One Hundred Twenty-Three and Seventy-Nine One-Hundredths (123.79) feet as measured on the arc; thence running Southwesterly on a curve line concave to the Southeast and having a radius of Two Hundred Sixteen (216) feet and a chord bearing South Seventy Degrees Thirty-Two Minutes (70° 32') West, a distance of Ninety-Six and Eighty-Eight One-Hundredths (96.88) feet as measured along the arc; thence running Southwesterly on a curve line concave to the Southeast and having a radius of Three Hundred Eleven and Eighty-Two One-Hundredths (311.82) feet and a chord bearing South Forty-Three Degrees Thirty-Seven Minutes (43° 37') West, a distance of One Hundred Fifty-Three and Ten One-Hundredths (153.10) feet, as measured along the arc to a point Fifty (50) feet Easterly of and normal from the center line of main track as originally located and established of the Chicago and North Western Railway Company; thence North Zero Degrees Two Minutes Twenty Seconds (0° 02' 20") West along a line parallel with and Fifty and

No One-Hundredths (50.00) feet Easterly of and normal from the center line of said main track to the Northerly face of the stone retaining wall along the Southerly side of the Rock River; thence Northeasterly along the Northerly face of said retaining wall along the Southerly side of said Rock River to the intersection with a line having a bearing of North Thirteen Degrees Ten Minutes (13° West from the point of beginning; thence South Thirteen Degrees Ten Minutes (13° 10')/East along said line to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 21st day of January A.D., Nineteen Hundred and Sixty-Four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

Witnesses:
To The Signatures of the Officers of
The First National Bank of Chicago:

M. R. LEYDEN

R. E. HANSEN

STATE OF ILLINOIS )
COUNTY OF COOK ) ss

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 21st day of January A.D., Nineteen Hundred and Sixty-Four.

(SEAL)

G. N. SIMPSON JR.
Notary Public in and for
the County of Cook in the
State of Illinois
My Commission exp.: Nov. 12,1967.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 5th day of February A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 295-296.

ROBERT C. ZIMMERMAN
Secretary of State



# RELEASE

OF CERTAIN LAND IN THE CITY OF BELOIT, COUNTY OF ROCK, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

ROCK RIVER LUMBER COMPANY

DATED, JANUARY 29, 1964

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KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto ROCK RIVER LUMBER COMPANY, of Beloit, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Beloit, County of Rock, and State of Wisconsin, and described as follows, to wit:

That part of Block Sixty-Two (62) of the plat and survey of Beloit, made by John Hopkins for Robert P. Crane, et al, and of land known as Lot One Hundred Twenty-Two (122), according to Rice's survey of the Village (now City) of Beloit; and of Lots known as Lots Two (2), Three (3), Four (4) and Five (5), also part of Lots One (1), Six (6) and Seven (7) of Brown & Fisher's Subdivision in said Block Sixty-Two (62) and part of vacated Mill Street, described as follows: Commencing at the intersection of the North line of East Water Street with the West line of Mill Street; thence running North Ten Degrees Fifty Minutes (10° 50') East along the West line of Mill Street and the same extended Northerly, a distance of Two Hundred Twenty-Five and Two-Tenths (225.2) feet; thence North Seventy-Eight Degrees Thirty-Nine Minutes (78° 39') West, a distance of Twenty and Sixty-Five One-Hundredths (20.65) feet; thence running Southwesterly on a curve line concave to the Southeast, and having a radius of Three Hundred Ninety-Four and Seventy-Eight One-Hundredths (394.78) feet and a chord bearing North Eighty-Seven Degrees Thirty-Eight Minutes (87° 38') West, a distance of One Hundred Twenty-Three and Seventy-Nine One-Hundredths (123.79) feet as measured on the arc; thence running Southwesterly on a curve line concave to the Southeast and having a radius of Two Hundred Sixteen (216))feet and a chord bearing South Seventy Degrees Thirty-Two Minutes (70° 32') West, a distance of Ninety-Six and Eighty-Eight One-Hundredths (96.88) feet, as measured along the arc; thence running Southwesterly on a curve line concave to the Southeast and having a radius of Three Hundred Eleven and Eighty-Two One-Hundredths (311.82) feet and a chord bearing South Forty-Three Degrees Thirty-Seven Minutes (43° 37') West, a distance of One Hundred Fifty-Three and Ten One-Hundredths (153.10) feet, as measured along the arc to a point Fifty (50) feet Easterly of and normal from the center line of main track as originally located and established of the Chicago and North Western Railway Company; thence North Zero Degrees

Two Minutes Twenty Seconds (0° 02' 20") West along a line parallel with and Fifty and No One-Hundredths (50.00) feet Easterly of and normal from the center line of said main track to the Northerly face of the stone retaining wall along the Southerly side of the Rock River; thence Northeasterly along the Northerly face of said retaining wall along the Southerly side of said Rock River to the intersection with a line having a bearing of North Thirteen Degrees Ten Minutes (13° 10') West from the point of beginning; thence South Thirteen Degrees Ten Minutes (13° 10') East along said line to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 29th day of January A.D., Nineteen Hundred and Sixty-Four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

ATTEST:

By R. G. PINTARD
Trust Officer

H. OPPENHEIM
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. HARRIS

D. SUITS

STATE OF NEW YORK )
COUNTY OF NEW YORK ) ss.

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively Trust Officer and Assistant Secretary of Chemical Bank New York Trust Company, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that H. OPPENHEIM resides at 347 Warwick Avenue, Mt. Vernon, N. Y. and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 29th day of January A.D., Nineteen Hundred and Sixty-Four.

JOHN L. BERVAR
Notary Public
In and for the County of New York in
the State of New York
No. 41-5303890
Qualified in Queens County
Certificate filed in New York County
Term expires March 30, 1964.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 5th day of February A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 297-298.

ROBERT C. ZIMMERMAN
Secretary of State



QUIT CLAIM DEED

TO CERTAIN LAND IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

THE LARSEN COMPANY

DATED, DECEMBER 27, 1963

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of Seventy-Five Thousand and No/100 Dollars ($15,000.00), conveys and quitclaims to THE LARSEN COMPANY GRANTEE, all interest in the following described real estate situated in the City of Green Bay, County of Brown, and the State of Wisconsin to wit:

Part of Dousman's Addition, Part of that part of the Fort Howard Military Reserve known as the Railroad Grant and part of that strip of land lying between the North line of said Dousman's Addition and the South line of said Railroad Grant as referred to in Volume 73 of Deeds, Page 443, Brown County Records in the City of Green Bay, Brown County, Wisconsin, described as follows: Commencing at a stone monument at the Southeast corner of Lot One (1), Elmores Addition; thence South Sixty-Three Degrees Fifty-Five Minutes Forty Seconds (63° 55' 40") East, Eighty and No One-Hundredths (80.00) feet along the prolongation of the South line of Elmores Addition to the East line of North Broadway; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, Three Hundred and No One-Hundredths (300.00) feet along the East line of said street to the Northwest corner of land described in Volume 153 of Deeds, Page 465, Brown County Records; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, One Hundred (100) feet; thence South Twenty-Six Degrees Zero Minutes (26° 00') West, One Hundred Sixty-Six and Ten One-Hundredths (166.10) feet to the point of beginning; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, Two Hundred Twenty-Three and No One-Hundredths (223.00) feet; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, Five Hundred Fifty and No One-Hundredths (550.00) feet; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, Forty (40) feet thence South Twenty-Six Degrees Zero Minutes (26° 00') West, Five Hundred Fifty (550) feet; thence South Forty-Four Degrees Fifteen Minutes Forty Seconds (44° 15' 40") West, Two Hundred Sixty-Six and Ninety One-Hundredths (226.90) feet; thence South Thirty-Seven Degrees Ten Minutes Thirty Seconds (37° 10' 30") West, One Hundred Sixty and Seventy-Seven One-Hundredths (160.77) feet to the North line of Dousman Street at a point South Sixty-Four Degrees Seven Minutes (64° 07') East, Forty (40) feet from the East line of the Chicago and North Western Railway Company's Freight House prolonged Southerly; thence North Sixty-Four Degrees Seven Minutes (64° 07') West, One Hundred Forty-Six and Eleven One-Hundredths (146.11) feet along the North line of Dousman Street; thence North Twenty-Five Degrees Forty-Three Minutes (25° 43') East, Two Hundred Seventy-Seven and Fifty Eight One-Hundredths (277.58) feet along the East line of Lots Forty-Three (43), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48) of said Dousman's Addition, and their prolongation to a point; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, One Hundred Thirty-Three and Ninety One-Hundredths (133.90) feet to the point of beginning. Subject to all private or public easements relating to said described premises.

Reserving, however, unto the Grantor, its successors and assigns, the Southerly One Hundred Fifty (150) feet of Spur Track I.C.C. Number 413, as said spur tracks are now located on said above described property, together with the right to use, occupy and enjoy strips of land of sufficient width and in no case less than Nineteen (19) feet in width, being Nine and Five-Tenths (9.5) feet in width on each side of the center line of said tracks for the proper maintenance and operation of said tracks until such time as said Grantor, its successors or assigns, shall permanently abandon the use of said tracks and remove the same from said premises.

Reserving, also, to the Grantor and persons using its passenger station facilities, the right in common with Grantee, its successors and assigns, to use for driveway purposes, for Southbound traffic only, the following described strip, to wit:

A strip of land Twenty (20) feet in width lying within the above described premises herein to be conveyed, bounded and described as follows: Beginning at a point on the Northerly line of Dousman Street, One Hundred Forty-Six and Eleven One-Hundredths (146.11) feet Easterly of, as measured along the Northerly line of said Street from the Easterly line of Lot Forty-Three (43) in Dousman's Addition to the City of Green Bay, Wisconsin; thence North Thirty-Seven Degrees Ten Minutes Thirty Seconds (37° 10' 30") East, a distance of One Hundred Sixty and Seventy-Seven One-Hundredths (160.77) feet; thence North Forty-Four Degrees Fifteen Minutes Forty Seconds (44° 15' 40") East, a distance of Two Hundred Sixty-Six and Ninety One-Hundredths (266.90) feet; thence North Sixty-Four Degrees Zero Minutes (64° 00') West, a distance of Twenty-One and Six One-Hundredths (21.06) feet; thence South Forty-Four Degrees Fifteen Minutes Forty Seconds (44° 15' 40") West, a distance of Two Hundred Sixty-One and Fifty-Four One-Hundredths (261.54) feet; thence South Thirty-Seven Degrees Ten Minutes Thirty Seconds (37° 10' 30") West, a distance of One Hundred Sixty-Six and No One-Hundredths (166.00) feet to the Northerly line of said Street; thence South Sixty-Four Degrees Seven Minutes (64° 07') East along the Northerly line of said Street, a distance of Twenty and Thirty-Nine One-Hundredths (20.39) feet to the point of beginning.

such right to terminate when and if Grantor shall sell and abandon the use of its passenger station facilities on the premises abutting the easement on the East and such right shall not inure to any successor to the title of Grantor.

Grantee, its successors and assigns, agrees further with Grantor to share, equally, the cost of maintaining said driveway.

By the acceptance hereof, the Grantee for itself, its successors or assigns, assums the initial expense of fencing the parcel of land herein conveyed, in the event such a fence becomes necessary along the Easterly line of said parcel from the Northerly line of the aforesaid driveway to the Northeasterly corner of said parcel.

As a further consideration of this conveyance, Grantee, its successors and assigns, hereby agrees to permit Grantor the free and uninterrupted occupation and use of the Southerly Fifty (50) feet to the present Freight House situated on the above described premises until January 1, 1965.

DATED this 27th day of December, 1963.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

(SEAL)

Signed, Sealed and Delivered in Presence of:

By C. J. FITZPATRICK
President

V. J. Luise

Attest F. C. ROSS
Secretary

J. C. Wilson

Approved: C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS )
COUNTY OF COOK ) ss.

I, A. S. FLECK, a Notary Public duly commissioned andqualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. FITZPATRICK and T. A. ROSS, to me personally known and known to me to be, respectively President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 27th of December, 1963.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public in and for the County of Cook, in the State of Illinois.
My Commission expires: Aug. 23, 1966.

STATE OF WISCONSIN ) ss.
DEPARTMENT OF STATE )
Received this 7th day of February A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on Pages 299-300.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E

OF CERTAIN LAND IN THE CITY OF GREEN BAY, COUNTY OF BROWN, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

THE LARSEN COMPANY

DATED, JANUARY 22, 1964

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended. FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto THE LARSEN COMPANY all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Green Bay, County of Brown, and State of Wisconsin, and described as follows, to wit:

Part of Dousman's Addition, Part of that part of the Fort Howard Military Reserve known as the Railroad Grant and part of that strip of land lying between the North line of said Dousman's Addition and the South line of said Railroad Grant as referred to in Volume 73 of Deeds, Page 443, Brown County Records in the City of Green Bay, Brown County, Wisconsin, described as follows: Commencing at a stone monument at the Southeast corner of Lot One (1), Elmores Addition; thence South Sixty-Three Degrees Fifty-Five Minutes Forty Seconds (63° 55' 40") East, Eighty- and No One-Hundredths (80.00) feet along the prolongation of the South line of Elmores Addition to the East line of North Broadway; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, Three Hundred and No One-Hundredths (300.00) feet along the East line of said street to the Northwest corner of land described in Volume 153 of Deeds, Page 465, Brown County Records; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, One Hundred (100) feet; thence South Twenty-Six Degrees Zero Minutes (26° 00') West, One Hundred Sixty-Six and Ten One-Hundredths (166.10) feet to the point of beginning; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, Two Hundred Twenty-Three and No One-Hundredths (223.00) feet; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, Five Hundred Fifty and No One-Hundredths (550.00) feet; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, Forty (40) feet; thence South Twenty-Six Degrees Zero Minutes (26° 00') West, Five Hundred Fifty (550) feet; thence South Forty-Four Degrees Fifteen Minutes Forty Seconds (44° 15' 40") West, Two Hundred Sixty-Six and Ninety One-Hundredths (266.90) feet; thence South Thirty-Seven Degrees Ten Minutes Thirty Seconds (37° 10' 30") West, One Hundred Sixty and Seventy-Seven One-Hundredths (160.77) feet to the North line of Dousman Street at a point South Sixty-Four Degrees Seven Minutes (64° 07') East, Forty (40) feet from the East line of the Chicago and North Western Railway Company's Freight House prolonged Southerly; thence North Sixty-Four Degrees Seven Minutes (64° 07') West, One Hundred Forty-Six and Eleven One-Hundredths (146.11) feet along the North line

of Dousman Street; thence North Twenty-Five Degrees Forty-Three Minutes (25° 43') East, Two Hundred Seventy-Seven and Fifty-Eight One-Hundredths (277.58) feet along the East line of Lots Forty-Three (43), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48)of said Dousman's Addition, and their prolongation to a point; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, One Hundred Thirty-Three and Ninety One-Hundredths (133.90) feet to the point of beginning. Subject to all private or public easements relating to said described premises.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 22nd day of January A.D., Nineteen Hundred and Sixty-Four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

ATTEST:

A. L. McKEE
Trust Officer

By R. R. MANCHESTER
Vice President

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

M. R. LEYDEN

N. NEHER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 22nd day of January A.D., Nineteen Hundred and Sixty-Four.

G. N. SIMPSON, JR.
Notary Public
In and for the County of Cook
in the State of Illinois
My Commission Expires: Nov. 12, 1967.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 7th day of February A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 301-302.

ROBERT C. ZIMMERMAN
Secretary of State



NEEDED (see p. 2)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF GREEN BAY, COUNTY OF BROWN, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

THE LARSEN COMPANY
DATED, JANUARY 29, 1964

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto THE LARSEN COMPANY all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Green Bay, County of Brown, and State of Wisconsin, and described as follows, to wit:

Part of Dousman's Addition, Part of that part of the Fort Howard Military Reserve known as the Railroad Grant and part of that strip of land lying between the North line of said Dousman's Addition and the South line of said Railroad Grant as referred to in Volume 73 of Deeds, Page 443, Brown County Records in the City of Green Bay, Brown County, Wisconsin, described as follows: Commencing at a stone monument at the Southeast corner of Lot One (1), Elmores Addition; thence South Sixty-Three Degrees Fifty-Five Minutes Forty Seconds (63° 55' 40") East, Eighty and No One-Hundredths (80.00) feet along the prolongation of the South line of Elmores Addition to the East line of North Broadway; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, Three Hundred and No One-Hundredths (300.00) feet along the East line of said street to the Northwest corner of land described in Volume 153 of Deeds, Page 465 Brown County Records; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, One Hundred (100) feet; thence South Twenty-Six Degrees Zero Minutes (26° 00') West, One Hundred Sixty-Six and Ten One-Hundredths (166.10) feet to the point of beginning; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, Two Hundred Twenty-Three and No One-Hundredths (223.00) feet; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, Five Hundred Fifty and No One-Hundredths (550.00) feet; thence South Sixty-Four Degrees Zero Minutes (64° 00') East, Forty (40) feet; thence South Twenty-Six Degrees Zero Minutes (26° 00') West, Five Hundred Fifty (550) feet; thence South Forty-Four Degrees Fifteen Minutes Forty Seconds (44° 15' 40") West, Two Hundred Sixty-Six and Ninety One-Hundredths (266.90) feet; thence South Thirty-Seven Degrees Ten Minutes Thirty Seconds (37° 10' 30") West, One Hundred Sixty and Seventy-Seven One-Hundredths (160.77) feet to the North line of Dousman Street at a point South Sixty-Four Degrees Seven Minutes (64° 07') East, Forty (40) feet from the East line of the Chicago and North Western Railway Company's Freight House prolonged Southerly; thence North Sixty-Four Degrees Seven Minutes (64° 07') West, One Hundred Forty-Six and Eleven One-Hundredths (146.11) feet along the North line of Dousman

Street; thence North Twenty-Five Degrees Forty-Three Minutes (25° 43') East, Two Hundred Seventy-Seven and Fifty-Eight One-Hundredths (277.58) feet along the East line of Lots Forty-Three (43), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Eight (48) of said Dousman's Addition, and their prolongation to a point; thence North Twenty-Six Degrees Zero Minutes (26° 00') East, One Hundred Thirty-Three and Ninety One-Hundredths (133.90) feet to the point of beginning. Subject to all private or public easements relating to said described premises.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 29th day of January A.D., Nineteen Hundred and Sixty-Four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

ATTEST:

By R. G. Pintard
Trust Officer

H. OPPENHEIM
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. HARRIS

D. SUITS

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that H. OPPENHEIM resides at 347 Warwick Avenue, Mt. Vernon, New York and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 29th day of January A.D., Nineteen Hundred and Sixty-Four.

JOHN L. BERVAR
Notary Public
In and forthe County of New York in the State of New York, - Term exp. Mar. 30, 1964
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 7th day of February A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 303-304.

ROBERT C. ZIMMERMAN
Secretary of State



QUIT CLAIM DEED
TO CERTAIN LAND IN THE COUNTY OF RACINE, STATE OF WISCONSIN
BY
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
TO
STATE OF WISCONSIN
DATED, JANUARY 2, 1964

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of Six Thousand Five Hundred and No/100 ($6,500.00), conveys and quitclaims to State of Wisconsin Grantee, all interest in the following described real estate situated in the County of Racine, and the State of Wisconsin, to wit:

A strip of land One Hundred (100) feet in width, lying between two lines drawn perallel with and distant Fifty (50) feet and One Hundred Fifty (150) feet Easterly of, as measured radially from the center line of the main track of the Chicago and North Western Railway Company, as now located and established across the East half of the Northeast Quarter of the Southeast Quarter (E ½ NE ¼ SE ¼) of Section Fifteen (15), Township Three (3) North, Range Twenty-Two (22) East of the Fourth Principal Meridian, bounded on the North by the North line of the Southeast Quarter (SE ¼) of said Section and bounded on the South by the following described line: Commencing at the EastQuarter Corner of said Section; thence South One Degree Forty-Five Minutes Four Seconds (1° 45' 04") East along the East line of said Section, a distance of Four Hundred Nine and Sixty One-Hundredths (409.60) feet; thence North Eighty-Nine Degrees Thirty-Five Minutes Four Seconds (89° 35' 04") West, a distance of Three Hundred Eighty-Three and Eighty-Three One-Hundredths (383.83) feet to the point of beginning of said One Hundred (100) foot stip; thence North Eighty-Nine Degrees Thirty-Five Minutes Four Seconds (89° 35' 04") West, a distance of One Hundred (100) feet.

Dated this Second day of January, 1964.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered in Presence of:

(SEAL)

By C. J. FITZPATRICK
PRESIDENT

V. J. Luisi

Attest T. A. ROSS
SECRETARY

J. C. Wilson

Approved: C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. Fitzpatrick and T. A. Ross, to me personally known and known to me to be, respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this Second of January, 1964.

A. S. FLECK
Notary Public in and for the County of Cook, in the State of Illinois.
My Commission Expires Aug. 23,1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 7th day of February A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on page 305.

ROBERT C. ZIMMERMAN
Secretary of State

QUIT CLAIM DEED
TO CERTAIN LAND IN MILWAUKEE COUNTY, STATE OF WISCONSIN
BY
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
TO
STATE OF WISCONSIN
DATED, JANUARY 3, 1964

THIS INDENTURE, Made by CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, hereby QUITCLAIMS to the STATE OF WISCONSIN, Grantee, for the sum of $20,500.00 the following tract of land in Milwaukee County, State of Wisconsin, to-wit:

That part of Lots 120 and 124 in Comstock and Williams' Subdivision of Lots 1,2,3, 4 and 5 of Section 5, and the Southeast Quarter of Section 5 and the Northwest Quarter of Section 4, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows, to-wit: Commencing at a point in the Easterly right of way line of the Grantor, which is 33 feet North from as measured at right angles to, the South line of the Southeast Quarter of Section 5, Township 7 North, Range 22 East; thence Northwesterly on and along said East right of way line, 110.32 feet to a point; thence Southeasterly 229.56 feet along the North Boundary line of the lands hereby conveyed to a point located 175.00 feet Northeasterly of, as measured at right angles to, said Easterly right of way line and 103.00 feet North from, as measured at right angles to, the South line of the Southeast Quarter of said Section 5; thence Southeasterly and parallel with said Easterly right of way line 85.81 feet to a point; thence Westerly and parallel to the South line of the Southeast Quarter of said Section 5, 214.50 feet to the place of beginning. This parcel contains 17,161 square feet, more or less.

Also a Limited Highway Easement for the right to construct, cut or fill slopes, including for such purposes the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the Wisconsin State Highway Authorities may deem desirable to prevent erosion of the soil. But without prejudice to the owner's right to make or construct improvements on said lands, or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way. This easement is to terminate on the day all construction will have been completed under Project U 06-1(38). Said Easement area is described as:

A strip of land 3 feet wide which extends from the aforesaid easterly right of way line to a line which runs parallel with the said easterly right of way line, said line being 175 feet northeasterly of, as measured at right angles to, said easterly right of way line, said strip of land having for its southerly boundary the northerly boundary of the lands hereby conveyed. The area of this easement is 0.015 acres more or less.

SUBJECT to all existing easements, licenses and permits for pipelines, telephone, telegraph and power lines, and to all other easements and grants, whether of record or otherwise, as may be exercised or established upon said tract of land at the date hereof.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by William J. Quinn, its President, and countersigned by J. J. Roche, its Secretary at Chicago, Illinois and its corporate seal to be hereunto affixed this 3rd day of January, 1964.

In Presence of:
K. W. Cunningham
G. E. Pottinger

(SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
By WILLIAM J. QUINN
President
Countersigned:
J. J. ROCHE
Secretary



STATE OF ILLINOIS) SS
COUNTY OF COOK )

Personally came before me this 3rd day of January, 1964, WILLIAM J. QUINN, President and J. J. ROCHE, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

ALICE E. NELSON
Notary Public in and for the State of Illinois, County of Cook.
My Commission Expires February 3, 1964.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 7th day of February A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 306-307.

ROBERT C. ZIMMERMAN
Secretary of State

R E L E A S E
OF CERTAIN LAND IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, FROM LIEN OF FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, JANUARY 10, 1964

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin in Book 39 of Railroad Mortgages page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Milwaukee, in the County of Milwaukee State of Wisconsin which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 10th day of January, A.D., 1964.

(SEAL)

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid

ATTEST OR COUNTERSIGNED:

By: E. J. Friedrich
Assistant Secretary

By Ray F. Myers
Vice President

WITNESSED BY:

R. W. Boyd

M. A. Clark

APPENDIX 1

In Milwaukee County, State of Wisconsin:

That part of Lots 120 and 124 in Comstock and Williams' Subdivision of Lots 1, 2, 3, 4 and 5 of and the Southeast Quarter of Section 5
Section 5, and the Northwest Quarter of Section 4, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows, to-wit:

Commencing at a point in the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which is 33 feet North from, as measured at right angles to, the South line of the Southeast Quarter of Section 5, Township 7 North, Range 22 East, thence Northwesterly on and along said East right of way line, 110.32 feet to a point; thence Southeasterly 229.56 feet along the North boundary line of the lands hereby conveyed to a point located 175.00 feet Northeasterly of, as measured at right angles to, said Easterly right of way line and 103.00 feet North from, as measured at right angles to, the South line of the Southeast Quarter of said Section 5; thence Southeasterly and parallel with said Easterly right of way line 85.81 feet to a point; thence Westerly and parallel to the South line of the Southeast Quarter of said Section 5, 214.50 feet to the place of beginning. This parcel contains 17,161 square feet, more or less.

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS )
SS.
COUNTY OF C O O K)

Personally came before me this 10th day of January, A.D. 1964 Ray F. Myers Vice President, and E. J. Friedrich, Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

E. W. FAHRENBACH
Notary Public in and for the State of Illinois, County of Cook.
My Commission Expires March 26, 1965.

(NOTARIAL SEAL)

STATE OF WISCONSIN ) SS.
DEPARTMENT OF STATE )

Received this 7th day of February, A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on page 308 - 309.

R E L E A S E

OF CERTAIN LAND IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE, FROM LIEN OF GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, JANUARY 15, 1964

---

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin the Book 39 of Railroad Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Milwaukee, County of Milwaukee, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 15th day of January, A.D. 1964.

(SEAL)

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid.

ATTEST OR COUNTERSIGNED:

By R. S. STAM
Assistant Secretary

By R. H. LONG
Vice President

WITNESSED BY :

R. G. MASON

R. WATT

APPENDIX 1

In Milwaukee County, State of Wisconsin:

That part of Lots 120 and 124 in Comstock and Williams' Subdivision of Lots 1, 2, 3, 4 and 5 of Section 5, and the Southeast Quarter of Section 5 and the Northwest Quarter of Section 4, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows, to-wit:

Commencing at a point in the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, which is 33 feet North from, as measured at right angles to, the South line of the Southeast Quarter of Section 5, Township 7 North, Range 22 East; thence Northwesterly on and along said East right of way line, 110.32 feet to a point; thence Southeasterly



229.56 feet along the North boundary line of the lands hereby conveyed to a point located 175.00 feet Northeasterly of, as measured at right angles to, said Easterly right of way line and 103.00 feet North from, as measured at right angles to, the South line of the Southeast Quarter of said Section 5; thence Southeasterly and parallel with said Easterly right of way line 85.81 feet to a point; thence Westerly and parallel to the South line of the Southeast Quarter of said Section 5, 214.50 feet to the place of beginning. This parcel contains 17,161 square feet, more or less.

(WISCONSIN) (GENERAL MORTGAGE)

State of Illinois )
) SS.
County of Cook )

Personally came before me this 15th day of January A.D., 1964 R. H. LONG, a Vice President and R. S. STAM, an Assistant Secretary, of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

(NOTARIAL SEAL)

JOAN V. VANIK
Notary Public in and for the
State of Illinois, County of Cook
My Commission Expires October 9, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 7th day of February A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 310-311.

ROBERT C. ZIMMERMAN
Secretary of State

EASEMENT FOR STREET OR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE COUNTY OF WASHBURN

BY

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, JANUARY 15, 1964

- - - - - - - - - - - -

Authorization No. P-1752
Deed No. 70752

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a Wisconsin corporation, Grantor, in consideration of the sum of ONE HUNDRED and No/100 DOLLARS ($100.00), to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, Grantee, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the County of Washburn, and State of Wisconsin, to wit:

All that part of Township Thirty-Nine (39), North, Range Twelve (12) West, Section Thirty-Two (32), in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) thereof, lying between a line parallel to and Two Hundred Seventy-Five (275) feet East of the West line of Section Thirty-Two (32), the Northwesterly right-of-way line of "A" Street, City of Spooner, Wisconsin and a line parallel to and Sixty (60) feet distant North at right angles to or radially from the following described reference line:

Commencing at a point on the West line of Section Thirty-Two (32), Township Thirty-nine North (39), Range Twelve (12) West, Thirty-Nine and Two Tenths (39.2) feet North of the West Quarter Corner of such Section; thence South Sixty-Three Degrees Forty-Three Minutes (63° 43') East, Sixty-One and Four-Tenths (61.4) feet; thence North Eighty-Nine Degrees Fifty-Nine Minutes (89° 59') East, Five Hundred (500) feet; thence South Eighty-Nine Degrees Fifty-Nine Minutes (89° 59') West, Two Hundred Seventy-Six and Nine-Tenths (276.9) feet to the point of curvature of a Six Degree (6°) curve right; thence along the arc of such curve right Four and Two-Tenths (4.2) feet to an intersection with aforesaid line parallel with and Two Hundred Seventy-Five (275) feet East of the West line of Section Thirty-Two (32), the West boundary of parcel.

Said parcel contains Nineteen One-Hundredths (0.19) acre, more or less, exclusive of lands previously acquired or now used for highway purposes.

Reserving, however, unto said Grantor its successors and assigns the right to use said land for any and all railway purposes, not inconsistent with the use thereof for street or highway purposes.

This grant shall be binding upon and/or inure to the benefit of the successors or assigns of all parties hereto.

IN WITNESS WHEREOF, the Chicago, Saint Paul, Minneapolis and Omaha Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this Fifteenth day of January A.D. 1964.

Signed, Sealed and Delivered in Presence of: (SEAL)

J. C. Wilson

E. C. Marquardt

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

By C. J. FITZPATRICK
PRESIDENT

Attest T. A. ROSS
SECRETARY

Approved C. S. ANDERSON
For: Director of Real Estate



STATE OF ILLINOIS ) ss.
COOK COUNTY )

Personally came before me this Fifteenth day of January A.D. 1964, the above named C.J. FITZPATRICK, President of the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, and T. A. ROSS, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company and acknowledged the same.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public in and for Cook County, Illinois
My Commission expires: Aug. 23, 1966

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS

Received this 12th day of March A.D. 1964 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 312-313.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (#2.50)

D E E D

COVERING CERTAIN LAND IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

GREDE FOUNDRIES, INC.

DATED, MARCH 13, 1964

- - - - - - - - - -

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of Eight Hundred Forty-five and No/100 DOLLARS ($845.00), conveys and quitclaims to GREDE FOUNDRIES, INC. GRANTEE, all interest in the following described real estate situated in the City of Milwaukee, County of Milwaukee, and the State of Wisconsin, to wit:

A parcel of land in the North Half (N ½) of Fractional Section Thirty-Three (33), Township Seven (7) North, Range Twenty-Two (22) East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at the intersection of the center line of vacated South Davidson Street and the South line of the East-West alley (in Block Sixty-One (61) of L. W. Weeks Subdivision of Lots Three (3) and Five (5), in Fractional Section Thirty-Three (33), Township Seven (7) North, Range Twenty-Two (22) East) extended; continuing thence Westerly along the South line of said alley extended, Eighteen and Twenty-Eight One-Hundredths (18.28) feet to a point, said point lying Nine and No Tenths (9.0) feet Easterly from the center line of a Spur Track of the Chicago and North Western Railway Company; thence Northeasterly on a curved line lying Nine and No Tenths (9.0) feet from the center line of said Spur Track, One Hundred Thirty-Nine (139) feet, more or less, to a point in the center line of South Davidson Street; thence Southerly along said center line, One Hundred Thirty-Seven and Twenty One-Hundredths (137.20) fee to the point of commencement.

Subject to the right of Grantor, its successors and assigns, to maintain the outlet for the track drainage system located on the above described real estate.

Subject also to a license granted to the Wisconsin Electric Power Company under Master License No. 98034, covering a pole line which crosses the above described real eatate.

THIS CONVEYANCE is made by said Chicago and North Western Railway Company free from Mortgage Liens, in accordance with the provisions of Section 2, Article VIII of each of the following instruments, to wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

AS FURTHER EVIDENCE of the Chicago and North Western Railway Company's authorization to make this conveyance, it is hereby certified on behalf of the Railway Company that the land heretofore described, and constituting part of the roadway of said Railway Company, is no longer useful to said Railway Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of by said Railway Company, in accordance with the provisions of Section 2, Article VIII of each of the said instruments heretofore above referred to, in the calendar year of 1964, as of the date hereof, including said land heretofore described, is not more than $100,000.00.



DATED this Thirteenth day of March, 1964.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

(SEAL)

By C. J. FITZPATRICK
President

Signed, Sealed and Delivered in Presence of:

J. C. Wilson

V. J. Luisi

Attest T. A. ROSS
Secretary

Approved: C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS )
COUNTY OF COOK ) ss.

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. Fitzpatrick and T. A. Ross, to me personally known and known to me to be, respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 13th of March, 1964.

/s/ A. S. FLECK
Notary Public, in and for the County of Cook, in the State of Illinois,

(NOTARIAL SEAL)

My Commission Expires: August 23, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 27th day of March A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 314-315.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (No Fee)

D E E D

COVERING CERTAIN LAND IN MILWAUKEE COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, MARCH 18, 1964

CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, hereby quitclaims to STATE OF WISCONSIN, Grantee, for the sum of One Dollar and other good and valuable considerations, the following tract of land in Milwaukee County, State of Wisconsin:

That part of the Southeast ¼ of Section 8, Township 6 North, Range 22 East, in the City of Milwaukee, bounded and described as follows: Commencing at the Southwest corner of said ¼ Section; thence North 88°-36'-14" East along the South line of said ¼ Section, 1286.95 feet to the point of intersection with the centerline of the North-South Expressway; thence North 6°-17'-13" West along said centerline, 735.47 feet to the point of intersection with a line which is 733.17 feet Northerly of, as measured at right angles to, and parallel with the South line of said ¼ Section, and parallel line also being the South line of the Grantor's Chase Yards, said point of intersection also being the point of beginning of the lands to be described; thence South 88°-36'-14" West along said parallel line, 153.07 feet to a point; thence North 6°-17'-13" West, 500.00 feet to a point; thence North 27°-08'-15" West, 133.42 feet to a point; thence North 6°-17'-13" West along a line, said line being parallel with and 200 feet Westerly of, as measured at right angles to, said centerline of the North-South Expressway, 1010.01 feet to a point; thence North 67°-32'-12" East, 304.00 feet to a point; thence South 73°-21'-17" East, 117.30 feet to a point; thence South 6°-17'-13" East along a line, said line being parallel with and 200 feet Easterly of, as measured at right angles to said centerline of the North-South Expressway, 961.69 feet to a point; thence South 20°-06'-03" West, 29.25 feet to a point; thence South 3°-14'-16" East, 470.00 feet to a point; thence South 9°-37'-42" East, 245.00 feet to the point of intersection with the above-described south line of the Grantor's Chase Yards; thence South 88°-36'-14" West along said line, 176.93 feet to the point of beginning.

Also, the Right of Access, including all existing, future or potential common law or statutory easement or rights of access between the right of way of the highway, currently designated as Interstate Highway 94 (North-South Expressway) and the abutting remaining real property of the grantor in the Southeast ¼ of Section 8, Township 6 North, Range 22 East, in the City of Milwaukee, Wisconsin.

Saving and excepting, however, unto said Grantor, its successors and assigns, the right of access under Interstate Highway Structures B-40-181 and B-40-182 constructed over the Kinnickinnic River and the Chicago and North Western Railway Company's Madison-Milwaukee line and Chase Wye trackage in said Southeast ¼ of Section 8, Township 6 North, Range 22 East, in the City of Milwaukee, Wisconsin.

Further saving and excepting, unto said Grantor, its successors and assigns, all railroad facilities located on said tract of land together with the right to operate locomotives, cars and equipment thereon which railroad facilities the Grantor agrees to remove from said tract of land without cost or expense to Grantee within the following time limits:



(i) The sand trestle and all tracks south of the sand trestle track before six (6) months from the date of this deed. (ii) All other tracks and facilities before eighteen (18) months from the date of this deed except that the yeard lead track just south of the main track and the four (4) north tracks leading to the enginehouse will be removed prior to date bridge contract is let.

Further saving and reversing unto the Grantor, its successors and assigns, in perpetuity, a permanent easement for the use and operation of a sanitary sewer which Grantee agrees to relocate and rebuild as an eight-inch (8") pipe, with concrete envelope, across said tract of land in a straight line in accordance with good engineering practices to connect at manholes with the existing sanitary sewer lines beyond said tract of land as near to the sides thereof as may be practical.

IN WITNESS WHEREOF, the said Grantor, has caused these presents to be signed by C. J. Fitzpatrick, its President, and countersigned by T. A. Ross, its Secretary, at Chicago, Illinois, and its corporate seal to be hereunto affixed this 18th day of March, A.D., 1964.

SIGNED AND SEALED IN THE PRESENCE OF:
V. J. Luisi
E. C. Marquardt

(SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
By C. J. Fitzpatrick
PRESIDENT
Countersigned:
T. A. Ross
SECRETARY

STATE OF ILLINOIS )
COUNTY OF COOK ) ss

Personally came before me this 18th day of March A.D., 1964, C. J. Fitzpatrick, President and T. A. Ross, Secretary, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

A. S. FLECK
Notary Public
Cook County, Illinois
My Commission expires Aug. 23, A.D., 1966.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 31st day of March A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 316-317.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (No fee)

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, MARCH 18, 1964

CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, hereby grants to the STATE OF WISCONSIN, Grantee, for the sum of One Dollar ($1.00) and other good and valuable considerations, the following easements, to wit:

Easement No. 1.

The easement right to place and maintain earthen embankment as highway side slopes and plant and maintain such vegetation thereon as may be reasonably required to prevent erosion thereof, all upon the following described lands:

That part of the Southeast ¼ of Section 8, Township 6 North, Range 22 East, in the City of Milwaukee, bounded and described as follows: Commencing at the Southwest corner of said ¼ Section; thence North 88°- 36'-14" East along the South line of said ¼ Section, 1286.95 feet to the point of intersection with the centerline of the North-South Expressway; thence North 6°-17'13" West along said centerline, 735.47 feet to the point of intersection with a line which is 733.17 feet Northerly of, as measured at right angles to, and parallel with the South line of said ¼ Section, said parallel line also being the South line of the Grantor's Chase Yard; thence South 88°-36'-14" West along said parallel line, 153.07 feet to a point; thence North 6°-17'-13" West, 500.00 feet to a point; thence North 27 °-08'-15" West, 133.42 feet to the point of beginning of the lands to be described; thence North 27°-08'-15" West, 161.58 feet to a point; thence North 4°-23'-52" West 455.00 feet to a point; thence North 0°-17'-03" West, 406.49 feet to the point of intersection with a line, said line being parallel with and 200 feet Westerly of, as measured at right angles to, said centerline of the North-South Expressway; thence South 6°-17'-13" East along said parallel line, 1010.01 feet to the point of beginning.

also

That part of the Southeast ¼ of Section 8, Township 6 North, Range 22 east, in the City of Milwaukee, bounded and described as follows: Commencing at the Southwest corner of said ¼ Section; thence North 88°-36-'-14" East along the South line of said ¼ Section, 1286.95 feet to the point of intersection with the centerline of the North-South Expressway; thence North 6°-17'-13" West along said centerline, 735.47 feet to the point of intersection with a line which is 733.17 feet Northerly of, as measured at right angles to, and parallel with the South line of said ¼ Section, said parallel line also being the South line of the Grantor's Chase Yard; thence North 88°-36'-14" East along said parallel line, 176.93 feet to a point; thence North 9°-37'-42" West, 245.00 feet to a point; thence North 3°-14-16" West, 470.00 feet to a point; thence North 20°-06'-03" East, 29.25 feet to the point of beginning of the lands to be described; thence North 20°-06'-03" East, 60.75 feet to a point; thence North 5°-28'-06" West, 350.00 feet to a point; thence North 7°-19'-57" West, 548.09 feet to a point; thence North 73°-21'-17" West, 23.89 feet to the point of intersection with a line, said line being parallel with and 200 feet Easterly of, as measured at right angles to, said centerline of the North-South Expressway; thence South 6°-17'-13" East along said parallel line 961.69 feet to the point of beginning.



The easement right is subject to reservation by grantor to place additional fill on these lands, or any part thereof, or to construct, maintain and use any buildings, structures, or other improvements or to otherwise use and occupy these lands for any purpose not inconsistant with the use of such lands to laterally support the adjacent highway facility.

Easement No. 2

A temporary easement in common with the Grantor, its successors and assigns, of roadway ingress and egress, over and upon Grantor's remaining property between Chase Avenue and the adjacent North-South Expressway construction site in such manner and time and at such location as may be mutually agreed upon in writing between the Grantee and Grantor. This easement right shall terminate by 12/31/67 or upon completion of the adjacent North-South Expressway facility, which ever occurs first.

IN WITNESS WHEREOF, the said Grantor, has caused these presents to be signed by C. J. Fitzpatrick, its President, and countersigned by T. A. Ross, its Secretary, at Chicago, Illinois and its corporate seal to be hereunto affixed this 18th day of March, A. D., 1964.

SIGNED AND SEALED IN THE PRESENCE OF:
V. J. Luisi
E. C. Marquardt

(SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
By C. J. FITZPATRICK
PRESIDENT
Countersigned:
T. A. ROSS
SECRETARY

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this 18th day of March, A.D., 1964, C. J. Fitzpatrick, President and T. A. Ross, Secretary, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public
Cook County, Illinois
My Commission expires August 23, A.D., 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 31st day of March A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 318-319.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED (No Fee)

EASEMENT FOR SEWER PURPOSES
COVERING CERTAIN LAND IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, MARCH 18, 1964

CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, hereby grants to the STATE OF WISCONSIN, Grantee, for the sum of One Dollar ($1.00) and other good and valuable considerations, the following easements, to wit:

Easement No. 1.

A permanent easement for the construction, maintenance, repair and use of a 72-inch reinforced concrete storm sewer in and across the following described parcel of land, to-wit:

That part of the Southeast one-quarter of Section 8, Township 6 North, Range 22 East, in the City of Milwaukee, bounded and described as follows-Commencing at the Southwest corner of said one-quarter section, thence North 88 degrees, 36 minutes, 14 seconds East along the South line of said one-quarter section, 1286.95 feet to the point of intersection with the centerline of the North-South Expressway, thence North 6 degrees 17 minutes, 13 seconds West along said centerline, 2441.22 feet to a point, thence South 67 degrees, 32 minutes, 12 seconds West, 171.80 feet to the point of beginning of the lands to be described, thence South 67 degrees, 32 minutes, 12 seconds west, 20.82 feet to a point, said point also being the point of intersection with a line which is parallel to, and 185 feet Westerly of, as measured at right angles to, said centerline of the North-South Expressway, thence North 6 degrees 17 minutes, 13 seconds West along said parallel line, 117 feet more or less to the point of intersection with the Northerly property line of the Chicago and North Western Railroad's Chase Yards, thence Northeasterly along said Northerly property line to the point of intersection with a line which is parallel to, and 165 feet Westerly of, as measured at right angles to said centerline of the North-South Expressway, thence South 6 degrees, 17 minutes, 13 seconds East along said parallel line, 115 feet more or less to the point of beginning.

Easement No. 2

A permanent easement right to maintain and use in common with the Grantor, its successors and assigns, the existing 60-inch concrete culvert drainage pipe discharging under Grantor's bridge No. W1014, all in across the following described parcel of land, to-wit:

That part of the Southeast one-quarter and the Northeast one-quarter of Section 8, Township 6 North, Range 22 East, in the City of Milwaukee, bounded and described as follows - Commencing at the Southwest corner of said Southeast one-quarter section, thence North 88 degrees, 36 minutes, 14 seconds east along the South line of said one-quarter section, 1286.95 feet to the point of intersection with the centerline of the North-South Expressway, thence North 6 degrees, 17 minutes, 13 seconds West along said centerline, 2441.22 feet to a point, thence North 67 degrees, 32 minutes, 12 seconds East, 95.76 feet to a point, thence South 73 degrees, 21 minutes, 17 seconds East, 113.86 feet to the point of beginning of the lands to be described, thence North 40 degrees, 29 minutes, 47 seconds East, 237.18 feet to a point, thence north 15 degrees, 37 minutes, 13 seconds West, 102.67 feet to a point, thence North 74 degrees, 22 minutes, 47 seconds East, 20.00 feet to a point, thence South 15 degrees, 37 minutes, 13 seconds East, 113.33 feet to a point, thence South 40 degrees, 29 minutes, 47 seconds West, 262.29 feet to a point, thence North 6 degrees, 17 minutes, 13 seconds West, 23.12 feet to a point, thence North 73 degrees, 21 minutes, 17 seconds West, 3.44 Feet to the point of beginning.

STATE OF WISCONSIN ) ss
DEPARTMENT OF STATE )

Received this 31st day of March A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 320-321.

ROBERT C. ZIMMERMAN
Secretary of State



Terms and Conditions

The foregoing easements are granted upon the following terms and conditions.

(1) The 72-inch reinforced concrete storm sewer shall be constructed by tunnel method approximately 17 feet below the Grantor's main track.

(2) The Grantee shall have the right to modify, alter, renew or reconstruct the 60-inch concrete culvert drainage pipe.

(3) All use of the premises under this grant which in any way affects the operation of Grantor's railroad shall be performed in accordance with approved detailed plans, specifications and time schedules in a manner satisfactory to the Grantor.

(4) The Grantee shall require its contractor constructing the 72" storm sewer facility or modifying the existing 60" drainage facility, to obtain for and in behalf of the Grantor insurance protection to cover liability imposed by law upon the Grantor for damages because of bodily injury to or death of persons and injury to or destruction of property arising out of or in connection with the operations or presence of the contractor, subcontractors or the employees on lands of the Grantor, such insurance to be written in the limits shown below to be approved by and acceptable to the Grantor, with a copy of each policy so required to be furnished the Grantor.

| | Limits |
|---|---|
| Bodily Injuries: | $250,000 each person<br>$500,000 each occurrence |
| Property Damage: | $250,000 each occurrence<br>$500,000 aggregate operation |

(5) The Grantor shall have the permanent right to use said 72-inch reinforced concrete storm sewer and said 60-inch concrete culvert drainage pipe in common with the Grantee for the normal drainage of the lands and the right herein reserved to the Grantor shall run with the land, and shall inure to the benefit and use of the Grantor as owner of land and properties adjacent to or in the vicinity of said storm sewer and said concrete culvert drainage pipe, its successors and assigns, as well as to the benefit and use of the Grantee herein, its successors and assigns.

(6) The grant of each of the foregoing easements is subject to the right of the Grantor, its successors, and assigns to use, occupy and enjoy its real property for such purposes and in such manner and at such times as it shall desire, provided that in the case of each respective easement the said use, occupation and enjoyment shall not defeat the use of said real estate for the specified highway purposes.

IN WITNESS WHEREOF, the said Grantor, has caused these presents to be signed by C. J. Fitzpatrick, its President, and countersigned by T. A. Ross, its Secretary, at Chicago, Illinois, and its corporate seal to be hereunto affixed this 18th day of March, A.D., 1964.

SIGNED AND SEALED IN THE PRESENCE OF:

V. J. Luisi

E. C. Marquardt

(SEAL)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By C. J. FITZPATRICK
President

Countersigned:

T. A. ROSS
Secretary

STATE OF ILLINOIS )
COUNTY OF COOK ) ss.

Personally came before me this 18th day of March, A.D., 1964, C. J. Fitzpatrick, President, and T. A. Ross, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public - Cook County, Illinois
My Commission expires August 23, A.D. 1966.

INDEXED (No Fee)

D E E D

COVERING CERTAIN LAND IN LINCOLN COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, MARCH 19, 1964

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of ONE HUNDRED and No/100 DOLLARS ($100.00), and other good and valuable considerations, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, does hereby QUITCLAIM unto the STATE OF WISCONSIN, Grantee, and Easement for Highway Purposes as long as so used in the following described lands in Lincoln County, State of Wisconsin, including the right to preserve and protect any vegetation existing on said lands, ~~and the right to preserve and protect any vegetation existing on said lands~~, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in Township 32 North, Range 6 East, Section 1, Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Northeast Quarter thereof.

The extent of such easement shall be a strip of land therein lying between the Northwesterly right of way line of U. S. Highway 51 as laid out and traveled January 1, 1963, and a line 50 feet Northwesterly of and parallel to the following described reference line:

Commencing at a point on the South line of said Section 1, 1313.7 feet West of the Southeast corner thereof,

Thence due North 2396.57 feet to a 954.93 foot radius curve concave to the Southeast,
Thence Northeasterly along the arc of said curve 456.94 feet.
Thence North 27 degrees, 25 minutes East, approximately 153.49 feet to the point of beginning of the aforedescribed strip of land.

Thence continuing North 27 degrees, 25 minutes East, 1501.7 feet to a 5729.58 foot radius curve concave to the Northwest,

Thence Northeasterly along the arc of said curve approximately 159.3 feet to the end of the aforedescribed strip of land, all as shown on the map entitled "State Highway Commission of Wisconsin - Plat of Right of Way Required - Project F05-4 (48)", filed with the County Highway Committee and the County Clerk of Lincoln County by the State Highway Commission of Wisconsin in accordance with Section 84.09 (1), Wisconsin Statutes.

This grant is made for the purposes of constructing, operating and maintaining a public highway, together with its appurtenant facilities, on and across these lands, and grants the right of ingress and egress to and from these lands, and ~~grants the right of ingress and egress to and from these lands~~ to the Grantee, its successors and assigns for the purposes named.

The Grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the Grantor's property at the abovedescribed location, however long continued, shall not vest in the Grantee any rights adverse to those of the Grantor other than those granted by this easement.

This grant shall be binding on the Grantor, Grantee, and their successors or assigns.

WITNESS the hand and seal of the Grantor, this 19th day of March, 1964.

In Presence of:
E. C. Adams
G. E. Pottinger

(SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
By William J. Quinn
PRESIDENT

ATTEST
By J. J. Roche
SECRETARY



STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

On this 19th day of March, A.D., 1964, before me, the undersigned, personally appeared WILLIAM J. QUINN, President and J. J. ROCHE, Secretary, to me personally known, who being by me duly sworn, did say that they are respectively President and Secretary of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said WILLIAM J. QUINN and J. J. ROCHE severally acknowledged said instrument to be the free act and deed of said Corporation.

VIOLET A. SCHLEICHERT
Notary Public
My Commission Expires January 24, 1967

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 8th day of April, 1964 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 322-323.

ROBERT C. ZIMMERMAN
Secretary of State

(Fee $5.50)

BILL OF SALE
COVERING EQUIPMENT LEASE AND AGREEMENT OF MARCH 15, 1949 & SUPPLEMENTS
BY

THE FIRST NATIONAL BANK OF THE CITY OF NEW YORK, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED, APRIL 2, 1964

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by a certain Lease of Railroad Equipment dated March 15, 1949, hereinafter called "Lease," The First National Bank of the City of New York (therein called the "Trustee"), as Trustee under an Agreement dated March 15, 1949 hereinafter called "Agreement," creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1949," among Northwestern Improvement Company, The First National Bank of the City of New York, and Northern Pacific Railway Company, did lease, upon certain terms and conditions set forth in said Lease, to said Northern Pacific Railway Company (therein and herein called "Company"), certain railroad equipment designated in said lease, namely:

500 - Self-clearing hopper cars 70-ton capacity, Nos. 71000-71499, inclusive;

250 - 42-foot 80,000-pound capacity steel-sheathed woodlined refrigerator cars, Nos. 91250-91499, inclusive;

250 - 70-ton Hart selective ballast cars, Nos. 87500-87749, inclusive;

50 - 16,000 gallon 70-ton steel tank cars, Nos. 102000-102049, inclusive;

2 - 4500 H.P. Diesel passenger locomotives, Nos. 6507-6508, inclusive;

2 - lightweight steel sleeping cars, 22-passenger capacity, with 10 roomettes and 6 double bedrooms, Nos. 364-365, inclusive; and

WHEREAS, by supplemental agreement dated December 12, 1949, between The First National Bank of the City of New York and the Company, the road numbers applicable to the Diesel locomotive equipment described in said Lease were eliminated and manufacturer's serial numbers affixed to said Diesel locomotive equipment were substituted in lieu thereof; and

WHEREAS, by supplemental agreement dated February 27, 1950, by and among The First National Bank of the City of New York, the Company and Northwestern Improvement Company, additional equipment, consisting of two (2) 1500 H.P. Diesel-Electric locomotives bearing Manufacturer's Serial Nos. 10855 and 10857, was subjected to all the terms and conditions of said Agreement and Lease; and

WHEREAS, by supplemental lease of equipment dated June 3, 1957, between the Company and The First National City Bank of New York, as successor to The First National Bank of the City of New York in and to and by virtue of said Lease, four (4) new tank cars were substituted for certain destroyed equipment and said tank cars were thereby subjected to the terms and provisions of said Lease and said Agreement dated March 15, 1949, in lieu of said destroyed equipment; and

WHEREAS, by supplemental lease of equipment dated August 17, 1962, between the Company and First National City Bank, as successor to The First National Bank of the City of New York in and to and by virtue of said Lease, four (4) new all-steel cabooses were substituted for certain destroyed equipment and said cabooses were thereby subjected to the terms and provisions of said Lease and said Agreement dated March 15, 1949, in lieu of said destroyed equipment; and

WHEREAS, said Lease was filed for record in the office of the Secretary of the State of the State of Minnesota on March 23, 1949, and recorded in Book 35 of General Railroad Records & Liens at Page 22; filed for record in the office of the Register of Deeds for Ramsey County, Minnesota, on March 23, 1949, and recorded in Book 9 of Leases at Page 421; filed for record in the office of the Secretary of State of the State of Wisconsin on March 24, 1949, and recorded in Volume 42 of Railroad Mortgages at Pages 239-277, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota on March 25, 1949, and recorded in Volume 10 of Railroad, Telegraph & Telephone at Page 314; filed for record in the office of the Secretary of State of the State of Montana on March 26, 1949, and recorded in Volume 21 of Mortgages at Page 17; filed for record in the office of the Secretary of State of the State of Idaho on March 31, 1949, and recorded on Film #19; filed for record in the office of County Auditor, King County, Washington, on March 29, 1949, and recorded in Volume 2474 of Mortgages at Page 561, and filed for record in the office of County Clerk, Multnomah County, Oregon, on March 28, 1949, and recorded in Book 1151 of Mortgages at Page 220; and

WHEREAS, said supplemental agreement dated December 12, 1949, was filed for record in the office of the Secretary of State of the State of Minnesota on December 27, 1949; and recorded in Book 37 of General Railroad Records & Liens at Page 28; filed for record in the office of the Register of Deeds for Ramsey County, Minnesota, on December 27, 1949, and recorded in Book 284 of Miscellaneous at Page 127; filed for record in the office of the Secretary of State of the State of Wisconsin on December 28, 1949, and recorded in Volume 43 of Railroad Mortgages at Pages 257-262, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota on January 5, 1950, and recorded in Volume 10 of Railroad, Telegraph & Telephone at Page 354; filed for record in the office of the Secretary of State of the State of Montana on December 31, 1949; and recorded in Volume 22 of Mortgages at Page 23; filed for record in the office of the Secretary of State of the State of Idaho, on January 6, 1950, and recorded on Film #28; filed for record in the office of County Auditor, King County, Washington, on January 4, 1950, and recorded in Volume 2595 of Mortgages at Page 635, and filed for record in the office of County Clerk, Multnomah County, Oregon, on January 3, 1950, and recorded in Book 1219 of Mortgages at Page 409; and

WHEREAS, said supplemental agreement dated February 27, 1950, was filed for record in the office of the Secretary of State of the State of Minnesota on March 9, 1950, and recorded in Book 38 of General Railroad Records & Liens at Page 10; filed for record in the office of the Register of Deeds for Ramsey County, Minnesota, on March 10, 1950, and recorded in Book 10 of Leases at Page 449; filed for record in the office of the Secretary of State of the State of Wisconsin on March 13, 1950, and recorded in Volume 41 of Railroad Mortgages at Pages 350-353, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota on March 16, 1950, and recorded in Volume 10 of Railroad, Telegraph & Telephone at Page 367; filed for record in the office of the Secretary of State of the State of Montana on March 14, 1950, and recorded in Volume 22 of Mortgages at Page 35; filed for record in the office of the Secretary of State of the State of Idaho on March 20, 1950, and recorded on Film #29; filed for record in the office of County Auditor, King County, Washington, on March 17, 1950, and recorded in Volume 2627 of Mortgages at Page 632, and filed for record in the office of County Clerk, Multnomah County, Oregon, on March 15, 1950, and recorded in Book 1237 of Mortgages at Page 348; and

WHEREAS, said supplemental lease of equipment dated June 3, 1957, was filed for record in the office of the Secretary of State of the State of Minnesota on June 14, 1957, and recorded in Book 46 of General Railroad Records & Liens at Page 2; filed for record in the office of the Register of Deeds for Ramsey County, Minnesota, on June 17, 1957, and recorded in Book 14 of Leases at Page 137; filed for record in the office of the Secretary of State of the State of Wisconsin on June 13, 1957, and recorded in Volume 46 of Railroad Mortgages at Pages 353-355, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota on June 17, 1957, and recorded in Volume 11 of Railroad Telegraph & Telephone at Page 69; filed for record in the office of the Secretary of State of the State of Montana on June 18, 1957, and recorded in Volume 26 of Mortgages at Page 48; filed for record in the office of the Secretary of State of the State of Idaho on June 19, 1957, and recorded on Film Roll 99, Doc. No. 502, filed for record in the office of County Auditor, King County, Washington, on June 18, 1957, and recorded in Volume 3680 of Mortgages at Page 108, and

filed for record in the office of County Clerk, Multnomah County, Oregon, on June 14, 1957, and recorded in Book 1890 of Mortgages at Page 500; and

WHEREAS, said supplemental lease of equipment dated August 17, 1962, was filed for record in the office of the Secretary of State of the State of Minnesota on September 12, 1962, and recorded in Book 49 of General Railroad Records & Liens at Page 25; filed for record in the office of the Register of Deeds for Ramsey County, Minnesota, on September 11, 1962, and recorded in Book 1808 of Ramsey County Records at Page 38; filed for record in the office of the Secretary of State of the State of Wisconsin on September 11, 1962, and recorded in Volume 47 of Railroad Mortgages at Pages 134 and 135; filed for record in the office of the Secretary of State of the State of North Dakota on September 12, 1962, and recorded in Volume 11 of Railroad Telegraph & Telephone at Page 182; filed for record in the office of the Secretary of State of the State of Montana on September 17, 1962, and recorded in Volume 27 of Mortgages at Page 46, filed for record in the office of the Secretary of State of the State of Idaho on September 14, 1962, and recorded on Film Roll 120, Doc. No. 519; filed for record in the office of the County Auditor, King County, Washington, on September 13, 1962, and recorded in Volume 4504 of Mortgages at Page 493, and filed for record in the office of County Clerk, Multnomah County, Oregon, and recorded in Book 2225 of Mortgages at Page 366; and

WHEREAS, First National City Bank has succeeded to all the rights and obligations of The First National Bank of the City of New York, as Trustee in and to and by virtue of said Lease and Agreement, as supplemented; and

WHEREAS, Paragraph 3 of said Lease provides that:

"3. At the termination of this Lease and after all payments due or to become due from the Company hereunder and under the Agreement shall have been completed and fully made to the Trustee, such payments shall be then applied as purchase money and treated as the full purchase price of the Trust Equipment, and the title to all of the Trust Equipment and to all replacements thereof made hereunder shall vest in the Company, and thereupon the Trustee shall execute for recording or filing in public offices such instrument or instruments in writing as reasonably shall be requested by the Company in order then to make clear upon the public records the title of the Company to all of the Trust Equipment and replacements thereof, under the laws of any jurisdiction; provided, however, and it is hereby agreed, that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company."

and

WHEREAS, the Company has fully paid all the rent and all other payments which it agreed to make in accordance with the provisions of said Lease, and has performed all the covenants, obligations and agreements contained in said Lease and said Agreement;

NOW, THEREFORE, First National City Bank, as Trustee, in pursuance of the terms and conditions of said Lease and of said Agreement above referred to, and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the Company, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell, grant and convey unto the Northern Pacific Railway Company, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railroad equipment referred to in said Lease and Agreement, as supplemented, and described as follows, to-wit:

494 - Self-clearing hopper cars, 70-ton capacity, Nos. 71000-71085, inclusive, 71087-71204, inclusive, 71206-71375, inclusive, 71377-71409, inclusive, 71411-71472, inclusive, 71474-71480, inclusive, 71482-71499, inclusive;

246 - 42-foot 80,000-pound capacity steel-sheathed woodlined refrigerator cars, Nos. 91250-91332, inclusive, 91334-91360, inclusive, 91362, 91364-91381, inclusive, 91383-91499, inclusive;



249 - 70-ton Hart selective ballast cars, Nos. 87500-87590, inclusive, 87592-87749, inclusive;

50 - 16,000 gallon 70-ton steel tank cars, Nos. 102000-102049, inclusive;

2 - lightweight steel sleeping cars, 22-passenger capacity, with 10 roomettes and 6 double bedrooms, Nos. 364 and 365;

4 - 70-ton 19,000 gallon Class 103W tank cars, Nos. 103042-103045, inclusive;

4 - all-steel cabooses constructed and equipped in accordance with Northern Pacific Railway Company's Specification No. F-347-A, Nos. 1111-1114, inclusive;

1 - 1500 H.P. Diesel-electric ("A" Unit) locomotive (General Motors Corporation, Electro-Motive Division, builder), Manufacturer's Serial No. 10855;

1 - 1500 H.P. Diesel-electric ("B" Unit) locomotive (General Motors Corporation, Electro-Motive Division, builder), Manufacturer's Serial No. 10857;

5 - 1500 H.P. Diesel-electric passenger locomotive units, Manufacturer's Serial Nos. 7146, 7147, 7149, 7150, 7151;

together with any and all appliances with which any of the equipement was provided, or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto Northern Pacific Railway Company, its successors and assigns, Forever.

This Bill of Sale is executed by First National City Bank without covenant or warranty, either express or implied, and without recourse to First National City Bank in any event.

IN WITNESS WHEREOF, First National City Bank, as Trustee under the aforesaid Agreement dated March 15, 1949, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 2nd day of April, 1964.

Signed, sealed and delivered as to First National City Bank, in the presence of:

J. E. PORTER

E. KROMANN

E. F. MITCHELL
Vice President

ATTEST:

D. F. NEIL
Assistant Cashier

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

On this 2nd day of April, 1964, before me personally appeared E. F. MITCHELL, to me personally known, who, being by me duly sworn, says that he is a Vice President of First National City Bank, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said association; that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

(NOTARIAL SEAL)

MAURICE E. FRANZONI
Notary Public, State of New York
No. 52-1304250 Qualified in Suffolk Co.
Certificate filed in N.Y. County
Term Expires March 30, 1965.

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 8th day of April A.D. 1964 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 324-327.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED
(Fee #1.25)

R E L E A S E

OF CERTAIN LAND IN THE CITY OF EDGERTON, ROCK COUNTY
FROM LIEN OF
FIRST MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, MARCH 25, 1964

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DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin in Book 39 of Railroad Mortgages at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have or claim to have acquired in, under, through, or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Edgerton, in the County of Rock, State of Wisconsin which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 25th day of March, A. D. 1964.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
as Trustee as aforesaid

(SEAL)

By RAY F. MYERS
Vice President

ATTEST OR COUNTERSIGNED:

BY: E. J. Friedrich
Assistant Secretary

WITNESSED BY:

M. A. CLARK

R. W. BOYD



APPENDIX 1

A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 3, Township 4 North, Range 12 East, described as follows:

Commencing at the most westerly corner of Block 11, Swift's addition to the City of Edgerton, thence south 33 degrees, 36 minutes west a distance of 66 feet; thence North 56 degrees 15 minutes west a distance of 66 feet to the point of beginning. Thence North 56 degrees, 15 minutes west a distance of 239.15 feet; thence South 34 degrees, 17 minutes west a distance of 100 feet; thence South 56 degrees, 15 minutes east a distance of 240.34 feet; thence North 33 degrees, 36 minutes east a distance of 100 feet to the point of beginning.

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 25th day of March, A.D. 1964 RAY F. MYERS, Vice President, and E. J. FRIEDRICH, Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

(NOTARIAL SEAL)

E. W. FAHRENBACH
Notary Public in and for the State of Illinois, County of Cook
My Commission Expires March 26, 1965

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 17th day of April, A.D., 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 328-329.

ROBERT C. ZIMMERMAN
Secretary of State

R E L E A S E

OF CERTAIN LAND IN THE CITY OF EDGERTON, COUNTY OF ROCK

FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY

DATED, MARCH 30, 1964

---

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was, on December 5, 1945, duly recorded in Book 39 of Railroad Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have, acquired in, under, through or by virtue of said General Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Edgerton County of Rock, State of Wisconsin, which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 30th day of March, A. D., 1964

(SEAL)

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid.

By R. H. LONG
Vice President

ATTEST OR COUNTERSIGNED:

By J. L. SPRENG
Assistant Secretary

WITNESSED BY:

R. WATT

R. G. MASON

APPENDIX 1

A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 3, Township 4 North, Range 12 East, described as follows:

Commencing at the most westerly corner of Block 11, Swift's addition to the City of Edgerton, thence south 33 degrees, 36 minutes west a distance of 66 feet; thence North 56 degrees 15 minutes west a distance of 66 feet to the point of beginning. Thence North 56 degrees, 15 minutes west a distance of 239.15 feet; thence South 34 degrees, 17 minutes west a distance of 100 feet; thence South 56 degrees, 15 minutes east a distance of 240.34 feet; thence North 33 degrees, 36 minutes east a distance of 100 feet to the point of beginning.



STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 30th day of March, A.D. 1964 R. H. LONG, a Vice President, and J. L. SPRENG, an Assistant Secretary, of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

(NOTARIAL SEAL)

Joan V. Vanik
Notary Public in and for the
State of Illinois
County of Cook
My Commission Expires Oct. 9, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 17th day of April A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 330-331.

ROBERT C. ZIMMERMAN
Secretary of State

QUIT CLAIM DEED

TO CERTAIN LAND IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

CITIES SERVICE OIL COMPANY

DATED, NOVEMBER 19, 1963

- - - - - - - - - - - - -

Deed No. 70728

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of Four Thousand and No/100 Dollars ($4,000.00), conveys and quitclaims to CITIES SERVICE OIL COMPANY, a Delaware Corporation, GRANTEE, all interest in the following described real estate situated in the City of Port Washington, County of Ozaukee, and the State of Wisconsin to wit:

That part of the Northeast Quarter of the Northeast Quarter (NE ¼ NE¼) of Section Thirty-Two (32), Township Eleven (11) North, Range Twenty-two (22) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point of intersection of a line Thirty (30) feet Westerly of, as measured radially from the center line of Spur Track I.C.C. Number 16, leading to the Lake Front at Port Washington, of the Chicago and North Western Railway Company, as now located and established, and a line Fifty (50) feet Southeasterly of, as measured at right angles from the center line of the main track of said Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said main track, a distance of Three Hundred (300) feet; thence Southeasterly along a line at right angles from the last described course, a distance of Sixty (60) feet; thence Southwesterly along a line forming an angle of Ninety-Eight Degrees Thirty Minutes (98° 30') measured in a counterclockwise direction from the last described course, a distance of Two Hundred Twenty (220) feet; thence Southeasterly along a line forming an angle of Seventy-Seven Degrees Forty Minutes (77° 40') measured in a clockwise direction from the last described course, to a point Thirty (30) feet Westerly of, as measured radially from the center line of said Spur Track I.C.C. Number 16; thence Northerly along a line parallel with the center line of said Spur Track to the point of beginning. Being part of Lot 708, Assessor's Plat of the City of Port Washington.

And further conveying unto Grantee, its successors and assigns, an easement for driveway purposes, which easement is to be in common with the Grantor, its successors and assigns and those whom it may elect, over and across a Twenty (20) foot strip of land extending Northerly from the most Northerly line of the above described premises to Oakland Street, as said Twenty (20) foot roadway is presently situated and located.

Subject to a Twenty (20) foot driveway as presently situated on the above described real estate.

Subject to the right to relocate the Twenty (20) foot driveway presently situated on the above described real estate over and across that part of the above described real estate, described as follows:

A strip of land in the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE ¼ Ne ¼) of Section Thirty-Two (32), Township Eleven (11) North, Range Twenty-Two (22) East of the Fourth Principal Meridian, bounded and described as follows: Commencing at a point of intersection of a line Thirty (30) feet Westerly of, as measured radially from the center line of Spur Track I.C.C. Number 16 leading to the Lake Front at Port Washington of the Chicago and North Western Railway Company, as now located and established, and a line Fifty (50) feet Southeasterly of, as measured at right angles from the center line of the main track of said Railway Company, as



now located and established; thence Southwesterly along a line parallel with the center line of said main track, a distance of Three Hundred (300) feet to the point of beginning; thence Southeasterly along a line at right angles from the last described course, a distance of Thirty (30) feet; thence Northeasterly along a line parallel with the said line being Fifty (50) feet Southeasterly of the center line of said main track to the Southwesterly line of Oakland Avenue; thence Northwest along the Southwesterly line of said Avenue, to the said line being Fifty (50) feet Southeasterly of the center line of said main track; thence Southwesterly along the last described line, to the point of beginning.

Subject to licenses to Wisconsin Electric Power Company and Wisconsin Gas and Electric Company.

Dated this 19th day of November, 1963.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered in Presence of: (SEAL)

V. J. LUISI

J. C. WILSON

By C. J. FITZPATRICK
PRESIDENT

Attest T. A. ROSS
SECRETARY

Approved: C. S. ANDERSON
Chief Title Officer

STATE OF ILLINOIS )
COUNTY OF COOK ) ss.

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid DO HEREBY CERTIFY that C. J. FITZPATRACK and T. A. ROSS, to me personally known and known to me to be, respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severly acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th of November, 1963.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public, in and for the County of Cook, in the State of Illinois.
My Commission Expires: Aug. 23rd, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 29th day of April A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 332-333.

ROBERT C. ZIMMERMAN
Secretary of State

# RELEASE

OF CERTAIN LAND IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

CITIES SERVICE OIL COMPANY

DATED, DECEMBER 27, 1963

---

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto CITIES SERVICE OIL COMPANY, a Delaware Corporation all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Port Washington, County of Ozaukee, and State of Wisconsin, and described as follows, to wit:

That part of the Northeast Quarter (NE ¼ NE ¼) of Section Thirty-Two (32), Township Eleven (11) North, Range Twenty-Two (22) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point of intersection of a line Thirty (30) feet Westerly of, as measured radially from the center line of Spur Track I.C.C. Number 16, leading to the Lake Front at Port Washington, of the Chicago and North Western Railway Company, as now located and established, and a line Fifty (50) feet Southeasterly of, as measured at right angles from the center line of the main track of said Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said main track, a distance of Three Hundred (300) feet; thence Southeasterly along a line at right angles from the last described course, a distance of Sixty (60) feet; thence Southwesterly along a line forming an angle of Ninety-Eight Degrees, Thirty Minutes (98° 30') measured in a counterclockwise direction from the last described course, a distance of Two Hundred Twenty (220) feet; thence Southeasterly along a line forming an angle of Seventy-Seven Degrees Forty Minutes (77° 40') measured in a clockwise direction from the last described course, to a point Thirty (30) feet Westerly of, as measured radially from the center line of said Spur Track I.C.C. Number 16; thence Northerly along a line parallel with the center line of said Spur Track to the point of beginning. Being part of Lot 708, Assessor's Plat of the City of Port Washington.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.



IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 27th day of December A. D., Nineteen Hundred and Sixty-three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By W. K. STEVENS
Vice President

ATTEST:

J. R. GRIMES
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

N. NEHER

O. J. TENDALL

STATE OF ILLINOIS )
COUNTY OF COOK )) SS

I, G. N. SIMPSON, JR., a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that W. K. STEVENS and J. R. GRIMES to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that W. K. STEVENS resides in Hinsdale, Illinois and that J. R. GRIMES resides in Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 27th day of December A.D., Nineteen Hundred and Sixty-three.

G. N. SIMPSON, JR
Notary Public
In and for the County of Cook in the
State of Illinois
My Commission Expires: November 12, 1967.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 29th day of April A.D. 1964 at 10:00 A.M. and recorded in Volume 47 of Railroad Mortgages on pages 334-335.

ROBERT C. ZIMMERMAN
Secretary of State

# RELEASE

OF CERTAIN LAND IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

CITIES SERVICE OIL COMPANY

DATED, JANUARY 3, 1964

---

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto CITIES SERVICE OIL COMPANY, a Delaware Corporation all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Port Washington, County of Ozaukee, and State of Wisconsin, and described as follows, to wit:

That part of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Thirty-Two (32), Township Eleven (11) North, Range Twenty-Two (22) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point of intersection of a line Thirty (30) feet Westerly of, as measured radially from the center line of Spur Track I.C.C. Number 16, leading to the Lake Front at Port Washington, of the Chicago and North Western Railway Company, as now located and established, and a line Fifty (50) feet Southeasterly of, as measured at right angles from the center line of the main track of said Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said main track, a distance of Three Hundred (300) feet; thence Southeasterly along a line at right angles from the last described course, a distance of Sixty (60) feet; thence Southwesterly along a line forming an angle of Ninety-Eight Degrees, Thirty Minutes (98° 30') measured in a counterclockwise direction from the last described course, a distance of Two Hundred Twenty (220) feet; thence Southeasterly along a line forming an angle of Seventy-Seven Degrees, Forty Minutes (77° 40') measured in a clockwise direction from the last described course, to a point Thirty (30) feet Westerly of, as measured radially from the center line of said Spur Track I.C.C. Number 16; thence Northerly along a line parallel with the center line of said Spur Track to the point of beginning. Being part of Lot 708, Assessor's Plat of the City of Port Washington.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.



IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 3rd day of January A.D., Nineteen Hundred and Sixty-Four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid

(SEAL)

By R. G. PINTARD
Trust Officer

ATTEST:

H. OPPENHEIM
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF THE
CHEMICAL BANK NEW YORK TRUST COMPANY

D. F. HARRIS

D. SUITS

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing; and known to me to be the identical persons whose name are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that H. OPPENHEIM resides at 347 Warwick Ave., Mt. Vernon, N. Y., and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 3rd day of January A.D., Nineteen Hundred and Sixty-Four.

JOHN L. BERVAR
Notary Public
In and for the County of New York in
the State of New York - No. 41-5303890
My Commission as such Notary Public
expires March 30, 1964
Qualified in Queens County
Cert. filed with New York County

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 29th day of April A.D., 1964 at 10:00 A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 336-337.

ROBERT C. ZIMMERMAN
Secretary of State

# AFFIDAVIT

IN RE: QUIT CLAIM DEED TO CERTAIN LAND IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY BETWEEN CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND CITIES SERVICE OIL COMPANY

DATED, NOVEMBER 19, 1963

(Re: Deed No. 70728)

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# AFFIDAVIT

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

CARL S. ANDERSON, being first duly sworn, on oath, deposes and says:

That he has been employed in the Real Estate Department of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, with its principal office at 400 West Madison Street, Chicago, Illinois, since 1930, and is presently employed in said department as Chief Title Officer.

That as a result of said employment he has personal knowledge of the nature and extent of the ownership and possession of real estate of said Railway Company.

That in his capacity as Chief Title Officer he is responsible for and familiar with the files, books and records of the ownership and possession of said Railway Company and the facts and information herein are based upon said records.

That the CHICAGO AND NORTH WESTERN RAILWAY COMPANY is the owner of the following described real estate situated in the City of Port Washington, County of Ozaukee, and State of Wisconsin, to wit:

Same as property described in Chicago and North Western Railway Company's Deed No. 70728, dated November 19, 1963, to Cities Service Oil Company, a Delaware Corporation.

That said Railway Company has had possession of the above described real estate and has exercised unrestrained and unobstructed use and possession, said use and possession being actual, adverse, notorious and continuous for the past Twenty (20) years. Railway Company's ownership and possession has been evidenced by regular and consistent payment of any and all taxes levied against the above premises, and further was previously leasing said premises to Cities Service Oil Company, a Delaware Corporation, under its Lease No. 42084.

Further, the affiant sayeth not.

CARL S. ANDERSON
Chief Title Officer

Subscribed and sworn to before me
this 2nd day of April, 1964.

A. S. FLECK
Notary Public

My Commission Expires: August 23, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS

Received this 29th day of April A.D., 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 338.

ROBERT C. ZIMMERMAN
Secretary of State



(No Fee)

# EASEMENT FOR HIGHWAY PURPOSES

COVERING CERTAIN LAND IN THE COUNTY OF MILWAUKEE

FROM

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

STATE OF WISCONSIN

DATED, APRIL 30, 1964

---

Authorization No. P-1999
Deed No. 71059

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, in consideration of the sum of FOUR THOUSAND FIVE HUNDRED SIXTY and No/100 DOLLARS ($4,560.00), to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, party of the second part, but subject to the provisions hereinafter expressed, a temporary easement for highway purposes, and for no other use or purpose whatsoever, in and upon the following described land situated in the County of Milwaukee, and State of Wisconsin, to wit:

That part of Lot One Hundred Twenty-Five (125), in Comstock & Williams Subdivision of Lots One (1), Two (2), Three (3), Four (4) and Five (5) of Section Five (5) and the Southeast Quarter (SE ¼) of Section Five (5) and the Northwest Quarter (NW ¼) of Section Four (4), Township Seven (7) North, Range Twenty-Two (22) East, in the City of Glendale, also in the City of Milwaukee, County of Milwaukee, and State of Wisconsin, bounded and described as follows, to wit:

Commencing at a point in the South line of said Lot One Hundred Twenty-Five (125) and Twenty (20) feet West of the Southeast corner of said Lot One Hundred Twenty-Five (125); thence West on and along the South line of said Lot One Hundred Twenty-Five (125), Two Hundred Thirty-Five (235) feet to a point, said South line being the North line of former Lake Street, presently known as West Capitol Drive; thence North and parallel to the East line of said Lot One Hundred Twenty-Five (125) to a point of intersection with a line which commences Seventy (70) feet North of the South line and Fifty-Seven (57) feet East of the West line of said Lot One Hundred Twenty-Five (125), running thence Northeasterly and culminating at a point located One Hundred Thirty (130) feet North of the South line of the Southeast Quarter (SE ¼) of Section Five (5), Township Seven (7) North, Range Twenty-Two (22) East, and One Hundred Ninety-Five (195) feet West of the West line of North First Street; thence from the said point of intersection Northeasterly to the aforesaid Northeasterly culmination point of the intersecting line; thence Southeasterly to a point located One Hundred Ten (110) feet North of the South line of said Southeast Quarter (SE ¼) of Section Five (5), and One Hundred Thirty (130) feet West of the West line of North First Street; thence Southeasterly to the place of commencement.

This easement shall terminate on the earlier of the date of the completion of the reconstruction of West Capitol Drive between North Seventh Street and North First Street or June 30, 1966.

Reserving, however, unto said party of the first part, its successors and assigns, the right to use said land for any and all railway purposes not inconsistent with the use thereof for street or highway purposes.

IN WITNESS WHEREOF the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this Thirtieth day of April A.D., 1964.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered in Presence of:

V. J. Luisi

J. C. Wilson

(SEAL)

By C. J. Fitzpatrick
President

Attest T. A. Ross
Secretary

Approved C. S. Anderson
Chief Title Officer

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this Thirtieth day of April A.D. 1964, the above named C. J. Fitzpatrick, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and T. A. Ross, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of the said Company, and acknowledged the same.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public in and For Cook County
Illinois
My Commission expires: Aug. 23, 1966

STATE OF WISCONSIN )
Department of State ) ss.

Received this 18th day of May A.D. 1964 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on pages 339-340.

ROBERT C. ZIMMERMAN
Secretary of State



Exec 42.50

PARTIAL RELEASE OF MORTGAGE

BETWEEN

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE and MILWAUKEE & SUBURBAN TRANSPORT CORP.

DATED, MAY 4, 1964

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THIS INDENTURE made as of the 4th day of May, 1964 between FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE, a national banking association (hereinafter called the "Mortgagee") and MILWAUKEE & SUBURBAN TRANSPORT CORPORATION, a Wisconsin corporation (hereinafter called the "Company"),

WITNESSETH:

WHEREAS, by a Mortgage dated April 1, 1961 from the Company to the Mortgagee (hereinafter called the "1961 Mortgage"), which was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on April 25, 1961 in Volume 4283 of Mortgages commencing at Page 24 as Document No. 3874579, and which was also recorded in the Wisconsin Department of State on April 26, 1961 in Volume 47 of Railroad Mortgages commencing at Page 42, for the consideration mentioned in the 1961 Mortgage and to secure the payment of Notes as therein specified, the Company did mortgage certain property including the property hereinafter described; and

WHEREAS, by a Mortgage dated November 1, 1962 from the Company to the Mortgagee (hereinafter called the "1962 Mortgage") which was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 20, 1962 at Reel 43 of Mortgages, Image 774 as Document No. 3988889, and which was also recorded in the Wisconsin Department of State on November 20, 1962 in Volume 45 of Railroad Mortgages, Pages 356 to 363, inclusive, for the consideration mentioned in the 1962 Mortgage and to secure the payment of Notes as therein specified, the Company did mortgage certain property including the property hereinafter described; and

WHEREAS, the Company has requested the Mortgagee to release the following described property from the lien of both the 1961 Mortgage and the 1962 Mortgage (herein collectively called "the Mortgages") and all conditions precedent to such releases as set forth in the respective Loan Agreements described in the Mortgages have been complied with;

NOW, THEREFORE, the Mortgagee for good and valuable consideration given by the Company, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, release and quitclaim to the Company all that part of the mortgaged property described in Exhibit A annexed hereto and made a part hereof; together with all buildings, structures, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the right, title and interest of the Mortgagee, of, in and to the same, to the intent that the property hereby released may be discharged from the lien of both the Mortgages.

TO HAVE AND TO HOLD the property hereby released and quitclaimed to the Company, its successors and assigns, for their own use, benefit and behoof forever, free, clear and discharged of and from all lien and claim under and by virtue of the Mortgages.

The rest of the lands described in the Mortgages as subject thereto and the rest of the property which by the terms of the Mortgages is subject thereto, shall remain mortgaged to the Mortgagee as heretofore.

IN WITNESS WHEREOF, First Wisconsin National Bank of Milwaukee has caused its corporate name to be hereunto subscribed by its Vice President and its corporate seal to be hereunto affixed and said seal to be attested and this Indenture to be countersigned by its Assistant Cashier, all as of the day and year first above written.

Signed and Sealed in Presence of:

Nancy Strodel

Ruth Watson

(SEAL)

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

By John L. Gruber
Vice President

By E.F. Differt

STATE OF WISCONSIN )
) SS
MILWAUKEE COUNTY )

Personally came before me, this 30th day of April A.D., 1964, John L. Gruber, Vice President and E. F. Differt, Asst. Cashier of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Asst. Cashier of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(NOTARIAL SEAL)

JOHN G. SLATER
Notary Pubic, Milwaukee County, Wis.
My commission expires 10/2/66.

EXHIBIT A

LEGAL DESCRIPTION OF A PORTION OF
MILWAUKEE & SUBURBAN TRANSPORT CORPORATION'S
FOND DU LAC AVENUE STATION PROPERTY
TO BE SOLD TO AARON TILTON

All that part of the North East ¼ of Section 13, in Township 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at a point where the Southwesterly line of West Fond du Lac Avenue (as originally laid out) intersects the East line of North 35th Street; thence South on said East line of North 35th Street, 135.95 feet to the place of beginning of the land herein conveyed; continuing thence South on said East line of North 35th Street 240.00 feet; thence East at right angles to the East line of North 35th Street, 153.36 feet; thence North 00° 08' 00" West along the extension of the West wall of a brick building and the West wall of said building 74.75 feet to the North West corner of said building; thence South 89° 52' 00" East along the North wall of said building, 29.29 feet; thence North 00° 08' 00" West 0.7 foot; thence South 89° 52' 00" East along the North wall of said building 6.32 feet; thence South 00° 08' 00" East 0.7 foot; thence South 89° 52' 00" East along the North wall of said building, 99.08 feet to the Southwesterly line of West Fond du Lac Avenue, as originally laid out; thence North 43° 40' 30" West along the Southwesterly line of West Fond du Lac Avenue (as originally laid out) 154.51 feet to angle point; thence North 46° 53' 55" West along the Southwesterly line of West Fond du Lac Avenue, as now laid out, 98.40 feet; thence South 46° 19' 30" West 37.39 feet; thence South 68° 07' 00" West 9.53 feet; thence North 21° 53' 00" West and parallel and 3.00 feet Easterly from the Easterly face of the present garage building 42.50 feet; thence South 68° 11' 00" West on the center line of a 6-inch partition wall and its extension 61.32 feet to the place of beginning.

Subject to a party wall agreement contained in land contract to Clarence F. Sommerfield dated July 11, 1945 and recorded July 31, 1946 as Document No. 3653339.

Together with an easement, for so long as the grantor, its successors and assigns shall maintain such existing driveway, for ingress to and egress from the premises over and across the existing driveway running between North 35th Street and West Fond du Lac Avenue which borders in part upon the most southerly boundary of the premises conveyed above (hereinafter called the "premises"); provided that use of such easement shall be limited to the employees, agents and suppliers of such business as may be located upon the premises, and the benefits of such easement shall not extend to the customers of any such business or to others; further provided that by the acceptance of this deed the grantee, for himself, his heirs, personal representatives and successors in title to the premises hereby undertakes to indemnify the grantor and its successors in title to the property subject to such easement, from and against all liability, claims, damages and expense resulting from the use of such easement; such indemnification agreement shall run with the land, and each successive owner of the premises shall be deemed to have agreed thereto by accepting conveyance of the premises. By acceptance of this deed the grantee further agrees to construct a fence with gate along or in the vicinity of so much of the southerly boundary of the premises as is not enclosed by buildings, in order further to assure that such driveway is not used by unauthorized persons traveling to or from the premises.



Cont.

Reserving, however, to the grantor and its successors in title to the existing Trainman's Building located immediately to the north of the aforementioned driveway and to the south and east of the premises, the perpetual right to enter and to travel over and across a strip of land five feet in width extending from the existing exit door on the north side of said building easterly to West Fond du Lac Avenue, solely for the purpose of emergency exit by personnel; together with the right to enter upon and travel over so much of the southerly portion of the premises as may be reasonably necessary for purposes of inspecting, maintaining and repairing the exterior of said Trainman's Building.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) SS.

Received this 19th day of May A.D., 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 341-343.

ROBERT C. ZIMMERMAN
Secretary of State

(Fee $4.5)

PARTIAL RELEASE OF MORTGAGE

BETWEEN

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE and MILWAUKEE & SUBURBAN TRANSPORT CORP.

DATED, MAY 7, 1964

THIS INDENTURE made as of the 7th day of May, 1964 between FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE, a national banking association (hereinafter called the "Mortgagee") and MILWAUKEE & SUBURBAN TRANSPORT CORPORATION, a Wisconsin corporation (hereinafter called the "Company"),

WITNESSETH:

WHEREAS, by a Mortgage dated April 1, 1961 from the Company to the Mortgagee (hereinafter called the "1961 Mortgage"), which was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on April 25, 1961 in Volume 4283 of Mortgages commencing at Page 24 as Document No. 3874579, and which was also recorded in the Wisconsin Department of State on April 26, 1961 in Volume 47 of Railroad Mortgages commencing at Page 42 for the consideration mentioned in the 1961 Mortgage and to secure the payment of Notes as therein specified, the Company did mortgage certain property including the property described as follows:

That part of the Northeast ¼ of Section 13, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point where the Southwesterly line of West Fond du Lac Avenue (as originally laid out) intersects the East line of North 35th Street; thence South on said East line of North 35th Street 375.95 ft. to the place of beginning; thence East at right angle to the East line of North 35th Street 153.36 ft.; thence South 22 ft. more or less to the North wall of an existing brick bus storage building; thence West 60 ft. more or less to the Northwest corner of such building; thence North 7 ft. more or less to a point which is 15 ft. South of the Northern boundary of the premises described herein; thence West 93.36 ft. more or less to the East line of North 35th Street 15 ft. to the place of beginning.

WHEREAS, by a Mortgage dated November 1, 1962 from the Company to the Mortgagee (hereinafter called the "1962 Mortgage") which was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 20, 1962 at Reel 43 of Mortgages, Image 774 as Document No. 3988889, and which was also recorded in the Wisconsin Department of State on November 20, 1962 in Volume 45 of Railroad Mortgages, Pages 356 to 363 inclusive, for the consideration mentioned in the 1962 Mortgage and to secure the payment of Notes as therein specified, the Company did mortgage certain property including the property described above;

WHEREAS, the Company has requested the Mortgagee to release certain easement and option rights to the above described property from the lien of both the 1961 Mortgage and the 1962 Mortgage (herein collectively called "the Mortgages") and all conditions precedent to such releases as set forth in the respective Loan Agreements described in the Mortgages have been complied with;

NOW, THEREFORE, the Mortgagee for good and valuable consideration given by the Company, the receipt and sufficiency whereof is hereby acknowledged, does hereby release from the lien of both Mortgages the easement and option rights to the above described property defined in an instrument dated May 7, 1964 between the Company and Aaron L. Tilton entitled "Grant of Easements and Other Rights", a copy of which is annexed hereto and made a part hereof. It is the intention of this release that the lien of the Mortgagee upon the above described property shall be subject and subordinate to the easement and option to purchase granted by said instrument, and, upon any foreclosure of the Mortgages, or either of them, said property shall be sold subject to such rights; but that, upon any exercise of such option to purchase, the Company shall be entitled to convey fee title free of the lien of the Mortgages only upon obtaining further release of said property in accordance with the provisions of said Loan Agreements.



All remaining interests and rights in the above descrived property, the rest of the lands described in the Mortgages as subject thereto and the rest of the property which by the terms of the Mortgages is subject thereto, shall remain mortgaged to the Mortgagee as heretofore.

IN WITNESS WHEREOF, First Wisconsin National Bank of Milwaukee has caused its corporate name to be hereunto subscribed by its Vice President and its corporate seal to be hereunto affixed and said seal to be attested and this Indenture to be countersigned by its Assistant Cashier, all as of the day and year first above written.

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

Signed and Sealed in Presence of:

Nancy Strodel (SEAL)

Lillian R. Ryan

By J. H. HENDEE, JR.
Vice President

By Donald M. Heese
Asst. Cashier

STATE OF WISCONSIN )
) ss.
MILWAUKEE COUNTY )

Personally came before me, this 15th day of May, A.D., 1964, J. H. Hendee, Jr., Vice President, and Donald M. Heese, Asst. Cashier of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Asst. Cashier of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(NOTARIAL SEAL)

L. A. BURDETT
Notary Public, Milwaukee County, Wis.
My commission expires April 10, A.D., 1966

GRANT OF EASEMENTS AND OTHER RIGHTS

This indenture, made this 7th day of May, 1964, between Milwaukee & Suburban Transport Corporation, a Wisconsin corporation (herein called "grantor"), and Aaron L. Tilton of Milwaukee, Wisconsin (herein called "grantee").

WITNESSETH, that grantor, for and in consideration of the sum of $1.00 and other good and valuable consideration to it paid by grantee, the receipt whereof is hereby acknowledged, hereby grants and conveys to grantee, his heirs and assigns, the following easements, options and rights in the following described real estate located in the City of Milwaukee, Milwaukee County, Wisconsin upon and subject to the limitations, conditions and covenants hereinafter set forth, to all of which grantee by acceptance of this instrument hereby assents and agrees:

1. An easement, for a term commencing on the date hereof and extending through December 31, 1994, for ingress to, and egress from the premises situated immediately to the north of the lands described in this paragraph 1, for travel, loading and unloading of trucks and other vehicles and emergency exit by pedestrians, upon and across the following described land:

Commencing at a point on the east line of North 35th Street which is the southwest corner of certain premises conveyed by grantor to grantee by warranty deed dated May 4, 1964 and recorded in the office of the Register of Deeds of Milwaukee County as Document No._____; thence east at right angle to the east line of North 35th Street and along the south line of said other premises 153.36 feet; thence south 22 feet more or less to the north wall of an existing brick bus storage building of grantor; thence west 60 feet more or less to the northwest corner of such building; thence north 7 feet more or less to a point which is 15 feet south of the south line of the premises described in the aforementioned deed; thence west 93.36 feet more or less to the east line of North 35th Street; thence north along the east line of North 35th Street 15 feet to the place of beginning.

2. An easement, for so long as grantor, it successors and assigns shall maintain such existing driveway, for ingress to and egress from the premises conveyed by the deed referred to in paragraph 1 above, over and across the existing driveway, approximately 20 feet in width, running between the southwesterly line of West

Fond du Lac Avenue and the easterly line of the property over which an easement is granted by paragraph 1 above.

3. The right to purchase the title to the premises described in, and over which an easement is given by paragraph 1 above for the sum of $2,000.which right and option shall be exercisable at the times and in the manner as follows: Whenever grantor or any of its successors in title intends to discontinue use of the optioned premises for vehicular traffic, it shall give written notice to grantee or its successors in title, and shall specify therein the date on which it intends to discontinue such use (the "discontinuance date"). The option may be exercised at any time within 90 days after such discontinuance date by written notice of exercise and tender of payment of the $2,000 option purchase price. The option shall terminate and shall be of no further force or effect (a) if not exercised within 90 days after the discontinuance date, or (b) if the discontinuance date occurs prior to June 1, 1974, if not exercised by August 29, 1974. As soon as practicable after such exercise, grantor shall convey good and marketable title by warranty deed, free and clear of all liens and encumbrances other than municipal and zoning ordinances, the easement herein granted, and any matters arising out of acts of the grantee or its successors in title.

4. The easements granted in paragraphs 1 and 2 above shall be subject to the following: Use of such easements shall be limited to the employees, agents and suppliers of such business as may be located upon the premises conveyed by the deed referred to in paragraph 1 hereof, and the benefits of such easements shall not extend to the customers of any such business or to others; the grantee, for himself, his heirs, personal representatives and successors in title hereby undertakes to indemnify the grantor and its successors in title to the property subject to such easement, from and against all liability, claims, damages resulting from the use of such easements; such indemnification agreement shall run with the land, and each successive owner shall be deemed to have agreed thereto by accepting an assignment of the easements herein granted. The easement granted in paragraph 1 above shall not entitle grantee to obstruct more than the northerly 10 feet of the easement property for loading and unloading purposes. For so long as grantee or its successors in title enjoy use of both of the easements granted by paragraphs 1 and 2 hereof, vehicular traffic over such easements between North 35th Street and West Fond du Lac Avenue shall be in a one-way direction corresponding to the movements of grantor's motor buses. So long as grantee or its successors in title enjoy use of the easement granted by paragraph 2 hereof, grantee shall erect and maintain a fence with gate upon the premises conveyed by the deed referred to in paragraph 1 hereof along or in the vicinity of so much of the southerly boundary and southerly portion of the easterly boundary as is not enclosed by buildings, in order further to assure that the driveway to the south is not used by unauthorized persons traveling to or from the premises.

Grantor agrees to warrant and defend its interest in the rights herein granted, free and clear of all liens and encumbrances, and warrants that it has full power to grant the same.

In Witness Whereof, the said Milwaukee & Suburban Transport Corporation, party of the first part, has caused these presents to be signed by F. J. Johnson, its President, and countersigned by M. J. Zurowski, its Secretary, at Milwaukee, Wisconsin, ~~Wisconsin~~, and its corporate seal to be hereunto affixed, this 7th day of May, A. D., 1964.

MILWAUKEE & SUBURBAN TRANSPORT CORPORATION

Signed and Sealed in Presence of:

By_____
F. J. Johnson, President

_____

_____

Countersigned:

_____
M. J. Zurowski, Secretary

STATE OF WISCONSIN )
MILWAUKEE COUNTY ) ss.

Personally came before me, this 7th day of May, A.D., 1964, F. J. Johnson, President, and M. J. Zurowski, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

_____
Notary Public, Milwaukee County, Wisconsin
My commission expires_____.

STATE OF WISCONSIN )
Department of State ) ss

Received this 19th day of May A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 344-346.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E

OF CERTAIN LAND IN THE CITY OF OCONOMOWOC, WAUKESHA COUNTY
FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, JUNE 16, 1964

\- - - - - - - - - - -

Confirmatory Release

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under the First Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages at page 15, et seq., and as Trustee under all Mortgages supplementary thereto.

DOES HEREBY CONFIRM, pursuant to the provisions of Article XI, Section 2 of said First Mortgage, that the property hereinafter described has been released from the lien of said First Mortgage, and all Mortgages supplementary thereto, and is free from the liens thereof, said property being situated in Oconomowoc, Waukesha County, Wisconsin, and being described as set forth in Appendix 1, hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not herein specifically described.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this Confirmatory Release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 16th day of June, A.D., 1964.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

ATTEST:

By_____ Ray F. Myers
Vice President

_____ E. J. FRIEDRICH
Assistant Secretary

WITNESSES:

_____ E. F. HARTMAN

_____ M. A. CLARK

APPENDIX 1

In Oconomowoc, Waukesha County, Wisconsin:

All that part of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section Three (3) and of the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section Four (4), both in Township Seven (7) North, Range Seventeen (17) East, Waukesha County, Wisconsin, which is described as follows:

Commence at the northeast corner of said Section Four (4): thence west along the north line thereof six hundred eighty-four and two-tenths (684.2) feet; thence southwesterly along a line making an angle of seventy-four degrees, forty-seven minutes (74°47') to the left with the prolongation of the last described course, sixty-eight and four-tenths (68.4) feet to a point in the south line of U.S. Highway No. 16 and the true point of beginning of the land to be described; thence continue southwesterly along

said last described course, one hundred eighteen and sixth-tenths (118.6) feet to a point in a line parallel to and distant one hundred (100) feet northerly, measured at right angles, from the center line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's present westbound main track; thence southeasterly along said parallel line which makes an angle of ninety degrees, nineteen minutes (90° 19') to the left with the prolongation of the last described course, nine hundred seventy and three-tenths (970.3) feet to a point in the westerly line of the Milwaukee & Watertown Plank Road as the same was relocated in 1902; thence northeasterly along said westerly line ninety-three (93) feet to an intersection with the southwesterly line of the Milwaukee & Watertown Plank Road as the same was originally established; thence northwesterly along said southwesterly line four hundred thirty-two and seven-tenths (432.7) feet to the south line of U.S. Highway No. 16; thence west along said south line five hundred ninety-seven (597) feet to the place of beginning, containing 4.22 acres.

(WISCONSIN) (FIRST MORTGAGE)

STATE OF ILLINOIS )
SS.
COUNTY OF C O O K)

Personally came before me this 16th day of June, A.D., 1964, RAY F. MYERS, Vice President, and E. J. Friedrich, Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

E. W. FAHRENBACH
Notary Public in and for the State of Illinois, County of Cook

(SEAL)

My Commission Expires March 26, 1965

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 14th day of July A.D., 1964 at 2:00 P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 347-348.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E

OF CERTAIN LAND IN THE CITY OF OCONOMOWOC, WAUKESHA COUNTY
FROM LIEN OF
GENERAL MORTGAGE OF JANUARY 1, 1944

BY

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

TO

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, JUNE 18, 1964

- - - - - - - - - - -

Confirmatory Release

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois, (hereinafter sometimes called "Trustee"), as Trustee under the General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company"), and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was on December 5, 1945 duly recorded in the Office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages at page 85, et seq.

DOES HEREBY CONFIRM, pursuant to the provisions of Article XI, Section 2 of said General Mortgage, that the property hereinafter described has been released from the lien of said General Mortgage and is free from the lien thereof, said property being situated in Oconomowoc, Waukesha County, Wisconsin, and being described as set forth in Appendix 1, hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not herein specifically described.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused its name to be signed to this Confirmatory Release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 18th day of June, A.D. 1964.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid,

(SEAL)

By R. H. LONG
Vice President

ATTEST:

J. L. SPRENG
Assistant Secretary

WITNESSES:

T. HUTCHESON

J. F. MICHELA

APPENDIX 1

In Oconomowoc, Waukesha County, Wisconsin:

All that part of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section Three (3) and of the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}$ $NE\frac{1}{4}$) of Section Four (4), both in Township Seven (7) North, Range Seventeen (17) East, Waukesha County, Wisconsin, which is described as follows:

Commence at the northeast corner of said Section Four (4): thence west along the north line thereof six hundred eighty-four and two-tenths (684.2) feet; thence southwesterly along a line making am angle of seventy-four degrees, forty-seven minutes (74° 47') to the left with the prolongation of the last described course, sixty-eight and four-tenths (68.4) feet to a point in the south line of U.S. Highway No. 16 and the true point of beginning of the land to be described; thence continue southwesterly along said last described course, one

hundred eighteen and sixth-tenths (118.6) feet to a point in a line parallel to and distant one hundred (100) feet northerly, measured at right angles, from the center line of said Chicago, Milwaukee, St. Paul and Pacific Railroad Company's present westbound main track; thence southeasterly along said parallel line which makes an angle of ninety degrees, nineteen minutes (90° 19') to the left with the prolongation of the last described course, nine hundred seventy and three-tenths (970.3) feet to a point in the westerly line of the Milwaukee & Watertown Plank Road as the same was relocated in 1902; thence northeasterly along said westerly line ninety-three (93) feet to an intersection with the southwesterly line of the Milwaukee & Watertown Plank Road as the same was originally established; thence northwesterly along said southwesterly line four hundred thirty-two and seven-tenths (432.7) feet to the south line of U.S. Highway No. 16; thence west along said south line five hundred ninety-seven (597) feet to the place of beginning, containing 4.22 acres.

(WISCONSIN) (GENERAL MORTGAGE)

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 18th day of June A.D., 1964, R. H. LONG, a Vice President, and J. L. SPRENG, an Assistant Secretary, of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

JOAN V. VANIK
Notary Public in and for the State of Illinois, County of Cook
My Commission Expires Oct. 9, 1966

(SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 14th day of July A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 349-350.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED
(Fee $2.00)

# RELEASE

OF CERTAIN LAND IN THE CITY OF MADISON, COUNTY OF DANE, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
FRANCES F. GARY
DATED, JULY 27, 1964

---

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto FRANCES F. GARY, of DeForest, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Madison, County of Dane, and State of Wisconsin, and described as follows, to wit:

That part of Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Two Hundred Seventy-Four (274) in Farwell's Addition to the City of Madison, Wisconsin, bounded and described as follows: Beginning at a point on the Southwesterly line of First Street, Fifty (50) feet Southeasterly of, as measured at right angles from the center line of the former Milwaukee and Madison Railway Company (now the Chicago and North Western Railway Company) as originally located; thence Southeasterly along the Southwesterly line of said Street, a distance of Forty-Seven and Twenty-Five One Hundredths (47.25) feet to the Southeasterly right of way line of said Railway Company; thence Southwesterly along a line parallel with the center line of said former Railway Company, a distance of Three Hundred Seventy (370) feet; thence Northwesterly along a line parallel with the Southwesterly line of said Street, a distance of Seventy-Two (72) feet, more or less, to a point Eight and Five-Tenths (8.5) feet Southeasterly of, as measured at right angles from the center line of Spur Track I.C.C. Number 11 of said Railway Company, as now located and established; thence Northeasterly along a line parallel with the center line of said Spur Track and extension to the Southwesterly line of said First Street; thence Southeasterly along the Southwesterly line of said Street to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 27th day of July A.D., Nineteen Hundred and Sixty-Four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

ATTEST:

J. R. GRIMES
Trust Officer

By R. R. MANCHESTER
Vice President

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

M. R. LEYDEN

R. E. HANSEN

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, G. N. SIMPSON, JR., a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and J. R. GRIMES to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that J. R. GRIMES resides in Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 27th day of July A.D., Nineteen Hundred and Sixty-four.

G. N. SIMPSON, JR.
NOTARY PUBLIC
In and for the County of Cook in the
State of Illinois

(NOTARIAL SEAL)

My Commission as such Notary Public Expires Nov. 12, 1967.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 7th day of August A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 351-352.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E

OF CERTAIN LAND IN THE CITY OF MADISON, COUNTY OF DANE, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

FRANCES F. GARY

DATED, JULY 31, 1964

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto FRANCES F. GARY, of DeForest, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Madison, County of Dane, and State of Wisconsin, and described as follows, to wit:

That part of Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Two Hundred Seventy-Four (274) in Farwell's Addition to the City of Madison, Wisconsin, bounded and described as follows: Beginning at a point on the Southwesterly line of First Street, Fifty (50) feet Southeasterly of, as measured at right angles from the center line of the former Milwaukee and Madison Railway Company (now the Chicago and North Western Railway Company) as originally located; thence Southeasterly along the Southwesterly line of said Street, a distance of Forty-Seven and Twenty-Five One-Hundredths (47.25) feet to the Southeasterly right of way line of said Railway Company; thence Southwesterly along a line parallel with the center line of said former Railway Company, a distance of Three Hundred Seventy (370) feet; thence Northwesterly along a line parallel with the Southwesterly line of said Street, a distance of Seventy-Two (72) feet, more or less, to a point Eight and Five-Tenths (8.5) feet Southeasterly of, as measured at right angles from the center line of Spur Track I.C.C. Number 11 of said Railway Company, as now located and established; thence Northeasterly along a line parallel with the center line of said Spur Track and extension to the Southwesterly line of said First Street; thence Southeasterly along the Southwesterly line of said Street to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 31st day of July A.D., Nineteen Hundred and Sixty-Four.

(SEAL)

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By R. G. PINTARD
Trust Officer

ATTEST:

J. M. DOYLE
Asistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

J. J. SMITH

K. GORMLEY

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE, to me personally known and known to me to be, respectively TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing; and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that J. M. DOYLE resides at 7 Stuyvesant Oval, New York, N.Y. and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 31st day of July A.D., Nineteen Hundred and Sixty-Four.

Harrison J. Laemmerhirt
Notary Public
In and for the County of New York
in the State of New York.
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 7th day of August A.D., 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 353-354.

ROBERT C. ZIMMERMAN
Secretary of State



R E L E A S E
COVERING CERTAIN PROPERTY IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED JANUARY 1,1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
COUNTY OF MILWAUKEE
DATED, AUGUST 13, 1964

Form 2748-A-10

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, A National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 37 of Railroad Mortgages, Page 165, et seq. as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

MILWAUKEE COUNTY, a body corporate of the State of Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Milwaukee, Milwaukee County, State of Wisconsin,

and described in Exhibit "A" (consisting of Thirteen (13) pages), attached hereto and made a part hereof.

Form 2748-A-11

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 13th day of August A.D., Nineteen Hundred and Sixty-four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ R. R. MANCHESTER
R.R. Manchester VICE PRESIDENT

ATTEST:

/s/ J. R. GRIMES
J.R. Grimes Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ M. R. LEYDEN
M. R. Leyden

/s/ W. MILLER
W. Miller

Form 2748-A-12

STATE OF ILLINOIS )
COUNTY OF COOK } SS

I, G. N. Simpson, Jr., a Notary Public, duly commissioned and qualified in and for the County aforesaid and residing therein, DO HEREBY CERTIFY that R. R. Manchester and J. R. Grimes to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. Manchester resides in Wilmette, Ill. and that J. R. Grimes resides in Chicago Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this day of A. D., Nineteen Hundred and Sixty-four.

/s/ G.N. SIMPSON, JR.
G. N. Simpson, Jr. NOTARY PUBLIC
In and for the County of Cook in
the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967

EXHIBIT "A"
to
Contract between MILWAUKEE COUNTY and
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TRACT "A"

Lots One (1) to Seven (7), both inclusive, in Block One Hundred Sixty-three (163), and

Lots One (1) to Fourteen (14), both inclusive, in Block One Hundred Sixty-two (162), and

Lots one (1) to Seven (7), both inclusive, in Block One Hundred Sixty-one (161), all in Subdivision of Lots One (1) and Two (2) of Section Thirty-three (33), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, together with vacated North Jackson Street lying between said Blocks One Hundred Sixty-two (162) and One Hundred Sixty-three (163), and that part of vacated Beach Street lying between said Blocks One Hundred Sixty-one (161) and One Hundred Sixty-two (162), and including the accretions to and lying easterly of said Block One Hundred Sixty-one (16) and westerly of a straight line drawn from a point in the center of East Polk Street extended easterly which is 331.3 feet easterly of the Easterly line of North Jackson Street to a point which is 661.5 feet easterly from the Easterly line of North Jackson Street and measured along the Northerly line of East Chicago Street extended easterly.

EXCEPTING THEREFROM that portion of Lots Four (4), Five (5), Six (6), and Seven (7) in said Block One Hundred Sixty-one (161), and that part of vacated Beach Street, together with that part of the accretions to and lying easterly of the aforesaid lots, and more particularly described in three (3) Quit Claim Deeds executed by Chicago and North Western Railway Company to Elmer F. Becker, dated April 17, 1950, September 29, 1950, and April 11, 1958, respectively, and recorded as Document Nos. 2946035, 2982360 and 3877470.

ALSO EXCEPTING AND RESERVING THEREFROM, the following: All those parts of Lots One (1) to Six (6), both inclusive, in said Block One Hundred Sixty-three (163), which lie Westerly of a line parallel with and distant Fifteen (15) feet Easterly, measured radially, from the center line of the most Easterly of two side tracks which cross East Corcoran Avenue, East of North Jefferson Street and which side track is knowwn and identified as I.C.C. Track No. 174 of Federal Valuation Section Wisconsin #3, Chicago and North Western Railway Company, as the same is now located and established over and across said Block One Hundred Sixty-three (163) and East Corcoran Avenue; and all those parts of Lot Seven (7), in said Block One Hundred Sixty-three (163), vacated North Jackson Street lying between said Blocks One Hundred Sixty-two (162) and One Hundred Sixty-three (163), Lots Seven (7) and Eight (8), in said Block One Hundred Sixty-two (162), and vacated Beach Street lying between said



Blocks One Hundred Sixty-one (161) and One Hundred Sixty-two (162), all as lie Southerly of a line parallel with and distant Thirty-five (35) feet Northerly, measured at right angles, from the Southerly lines, and the same extended across said North Jackson and Beach Streets, of said Blocks One Hundred Sixty-two (162) and One Hundred Sixty-three (163).

TRACT "B"

Lots One (1) to Ten (10), both inclusive, in Block One Hundred Fifty-nine (159), and

Lots One (1) to Five (5), both inclusive, in Block One Hundred Sixty (160), in Subdivision of Lots One (1) and Two (2) of Section Thirty-three (33), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

Lots One (1) to Nine (9), both inclusive in Block Eighty-one (81), and

Lots One (1) to Nine (9), both inclusive, in Block Eighty-two (82), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acress off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7), Range Twenty-two (22) East, in the City of Milwaukee,

And, including that part of vacated Beach Street lying between the South line of East Corcoran Avenue and the North line of East Chicago Street,

And, including that part of vacated Corcoran Avenue lying easterly of the East line of North Jackson Street,

And, including that part of vacated East Chicago Street lying easterly of the East line of North Jackson Street,

And, together with the accretions to and lying easterly of the above described premises and Westerly of a straight line drawn from a point in the centerline of East Polk Street extended easterly which is 331.3 feet easterly of the easterly line of North Jackson Street to a point which is 661.5 feet easterly from the easterly line of North Jackson Street and measured along the northerly line of East Chicago Street.

TRACT "C"

Lots One (1) to Six (6), both inclusive, in Block Eighty (80), and

Lots One (1) to Six (6), both inclusive, in Block Eighty-three (83), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

That part of vacated Beach Street lying between the North line of East Chicago Street and the South line of East Buffalo Street, and

The accretions to and lying easterly of Lots One (1) to Six (6) in said Block Eighty-three (83) and westerly of a line extending from a point in the North line of East Chicago Street, extended easterly, 661.5 feet easterly from the East line of North Jackson Street to a point in the center line of East Wisconsin Avenue, extended easterly, 492 feet easterly from the East line of North Marshall Street.

TRACT "D"

Lots Four (4), Five (5), and Six (6), in Block Seventy-nine (79), in Plat of the Division of Thirteen and Thirty Hundredths acress off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

TRACT "E"

Lots One (1), Two (2), and Three (3), in Block Eighty-four (84), in Plat of Milwaukee (on the East Side of the River ) in Fractional South West One-quarter (1/4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

Lots Three (3) to Ten (10), both inclusive, in Block Eighty-four (84), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

Lots One (1) to Six (6), both inclusive, in Block One Hundred Eleven (111) in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

That part of vacated Beach Street lying between the North line of East Buffalo Street and the South line of East Detroit Street, and

Vacated East Buffalo Street lying East of the East line of North Van Buren Street, and

The accretions to and lying Easterly of Lots One (1) to Six (6) in said Block One Hundred Eleven (111) and vacated East Buffalo Street and Westerly of a line extending from a point in the North line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet

Easterly from the East line of North Jackson Street, to a point in the center line of East Wisconsin Avenue, extended Easterly, 492 feet Easterly of the East line of North Marshall Street.

TRACT "F"

All of Lots One (1), Two (2) and Three (3); and Lots Four (4), Five (5) and Six (6), except the Westerly Forth-six (46) feet thereof; and that part of Lot Eighteen (18) lying Easterly of a straight line extending from the northeast corner to the southwest corner of said Lot Eighteen (18), all in Block Eighty-five (85); and

Lots One (1) to Six (6), both inclusive, in Block One Hundred Ten (110), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; and

That part of vacated Beach Street lying between the North line of East Detroit Street and the South line of East Clybourn Street; and

That part of the East Detroit Street, and the same extended Easterly, as lies Easterly of the Easterly line, extended Southerly, of the Westerly Forty-six (46) feet of Lot Six (6) in said Block Eighty-five (85); and

The accretions to and lying easterly of Lots One (1) to Six (6) in said Block One Hundred Ten (110) and East Detroit Street, extended, and westerly of a line extending from a point in the North line of East Chicago Street, extended easterly, Six Hundred Sixty-one and Five Tenths (661.5) feet easterly from the East line of North Jackson Street to a point in the center line of East Wisconsin Avenue, extended easterly, Four Hundred Nine-two (492) feet easterly from the East line of North Marshall Street.

TRACT "G"

All of Lots One (1), Two (2), Three (3), and Four (4), in Block One Hundred Nine (109), and

All of Lot One (1), in Block Ninety-nine (99), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and so much of Lots Two (2), Three (3) and Four (4), in said Block Ninety-nine (99), as lies East of a straight line drawn from the Southwest corner of Lot One (1) in said Block Ninety-nine (99) to a point in the South line of Lot Two (2) in said Block Ninety-nine (99), One Hundred Fifty (150) feet East of the Southwest corner of said Lot Two (2), and

All that part of Lots Two (2), Three (3), Four (4), and Nine (9), in said Block Ninety-nine (99), bounded and described as follows: Commencing at the Southeast corner of said Lot 9; thence Southwesterly in a straight line to a point in the South line of said Lot 9; thence Southwesterly in a straight line to a point in the South line of said Lot 2, 150 feet East of the Southwest corner thereof; thence West on said South line to a point 10 feet Westerly from, measured at right angles to, anid straight line; thence Northeasterly parallel with and 10 feet Westerly from said straight line to a point in the East line of said Lot 9; thence South along the East line of said Lot 9 to the place of beginning, and

All that part of Lot One (1), in Block Ninety-eight (98), in Plat of Milwaukee (on the East Side of the River) in Fractional North West One-quarter (1/4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and that part of Government Lot Two (2), in said Fractional North West One-quarter (1/4) lying South of the center line of East Wisconsin Avenue and said center line extended East, and North of the North line and the extended North line of Lot Four (4) in Block One Hundred Nine (109), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, and East of the East line of North Marshall Street extended South, and Westerly of a line extending from a point in the North line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet Easterly from the East line of North Jackson Street, to a point in the center of East Wisconsin Avenue, extended Easterly, Four Hundred Ninety-two (492) feet Easterly of the East line of North Marshall Street, and

That part of East Clybourn Street, and the same extended Easterly, as lies Easterly of a line drawn at right angles to the Northerly line of said street, being also the Southerly line of Lot Two (2), in aforesaid Block Ninety-nine (99) at its point of intersection with a line drawn parallel with and distant Ten (10) feet Westerly, measured at right angles, from a line drawn from the Southeasterly corner of Lot Nine (9), said Block Ninety-nine (99), to point in the said Southerly line of Lot Two (2), distant One Hundred Fifty (150) feet Easterly from the Southwesterly corner thereof, and

The accretions to and lying Easterly of Lots One to Four (4), in said Block Ninety-nine (99), and Lots One (1) to Four (4), in said Block One Hundred Nine (109), and East Clybourn Street, extended, and westerly of a line extending from a point in the North line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet Easterly from the East line of North Jackson Street, to a point in the center line of East Wisconsin Avenue, extended Easterly Four Hundred Ninety-two (492) feet Easterly of the East line of North Marshall Street.



TRACT "H"

All that strip, belt or piece of land, of varying width, extending Northeasterly from the extended center line of East Wisconsin Avenue to the extended center line of East Juneau Avenue across Fractional Lots One (1) and Two (2) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, and across Block One Hundred Forty-three (143) in the Plat of Lot One (1) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, through which said strip, belt, or piece of land the Railway of Chicago and Northwestern Railway Company is now located, and

That part of said Fractional Lots One (1) and Two (2) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, lying Easterly of the above described strip of land and Westerly of a straight line drawn Southwesterly from a point in the extended center line of East Juneau Avenue, Five Hundred Thirty-seven and Eighteen Hundredths (637.18) feet Easterly measured along said center line of East Juneau Avenue from its intersection with the Southeasterly line of North Prospect Avenue, extended Southerly, to a point in the extended center line of East Kilbourn Avenue, formerly Biddle Street, Five Hundred Fifty-eight and Fifty-eight Hundredths (558.58) feet Easterly measured along the said center line of Eask Kilbourn Avenue from the intersection of said center line of East Kilbourn Avenue with the East line of North Astor Street, extended South; thence Southwesterly in a straight line to a point in the extended North line of East Mason Street Five Hundred Thirty-five and Two Tenthis (535.2) feet Easterly measured along said North line of East Mason Street from the East line of North Marshall Street; thence Southerly in a straight line to a point Four Hundred Ninety-two (492) feet Easterly from the East line of North Marshall Street, measured along the center line of East Wisconsin Avenue, extended, and

That part of said Fractional Lot Two (2) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, described as follows, to-wit: Beginning at a point on the Division Line as fixed and established by a certain agreement dated April 10, 1913 by and between the Chicago and NorthWestern Railway Company, the City of Milwaukee and the Board of Park Commissioners of the City of Milwaukee, and recorded April 23, 1913 as Document No. 762955, said point being 492 feet Easterly from the East line of Marshall Street, measured along the center line of Wisconsin Street extended Easterly, running thence Northerly along said Division Line to a point on the extended North line of Mason Street which point is 535.2 feet Easterly from its intersection with the East line of Marshall Street; thence Northerly along said Division Line 120 feet, thence Southerly to a point on aaid extended North line of Mason Street 25 feet East from said Division Line, thence Southerly 130 feet to a point 36 feet Easterly from said Division Line measured at right angles thereto, thence Southerly to a point 40 feet Northerly from the produced center line of Wisconsin Street, measured along the produced Division Line as established South of said produced center line of Wisconsin Street; thence Southerly 40 feet to the place of beginning.

TRACT "I"

PARCEL 1:

All that part of the accretions to and lying Easterly of Lots One (1) and Two (2), in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and that part of the North Half of East Juneau Avenue, extended Easterly, bounded and described as follows, to-wit: Commencing at a point on the south line of said Section Twenty-one (21), 20 feet Westerly of the centerline of the railway of Chicago and North Western Railway Company as it was staked out across said premises on August 19, 1872; running thence Northerly parallel with said center line to a point 182 feet (measured along a line 20 feet Westerly of and parallel to said Center line) Southerly of the Northerly line of Lot 3, in said Block 199; thence Easterly parallel to the extended Northerly line of Lot 3, in said Block 199; thence Easterly parallel to the extended Northerly line of said Lot 3, 70 feet to a point; thence Southerly parallel to the center line of said railway to a point on the South line of said Section 21; thence West on said South line of Section 21, to the place of beginning.

PARCEL 2:

All that part of Lot Three (3), and the accretions to and lying Easterly of Lots Tow (2) and Three (3), in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point in the Northeasterly line of said Lot 3, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company; running thence Southwesterly parallel with and 20 feet Northwesterly of said center line 182 feet to a point; thence Southeasterly parallel with the Northeasterly and extended Northeasterly line of said Lot 3, 70 feet to a point; thence Northeasterly parallel with and 50 feet Southeasterly of said center line to a point on the extended Northeasterly line of said Lot 3, thence Northwesterly to the place of beginning.

PARCEL 3:

That part of Lots Four (4) and Five (5) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of and parallel with the center line of the main track of the railway of Chicago and NOrthwestern Railway Company as originally located and constructed over and across said Lots 4 and 5, the first of said lines extending across said Lots on the NOrthwesterly side of said main track at a distance of 20 feet from the center line thereof, measured on the Southerly and extended Southerly line of said Lot 4 and the Northerly and extended Northerly line of said Lot 5; and the second of which said lines extending in a Northeasterly and Southwesterly direction on the Southeasterly side of said main track at a distance of 50 feet from the center line thereof measured on the extended Southerly line of said Lot 4 and the extended Northerly line of said Lot 5.

PARCEL 4:

That part of Lot Six (6), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199) in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said line of said Lot 6, 334.65 feet Southeasterly of the East line of N. Prospect Avenue, as now laid out (measured on said Southwesterly line of said Lot 6) and 20 feet Northwesterly from the center line of the main track of the Railway of Chicago and Northwestern Railway Company as it was staked out on August 19, 1872; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said Lot 6, which is 328.54 feet Southeasterly of the said East line of North Prospect Avenue and 20 feet Northwesterly from said center line; thence Southeasterly on the Northeasterly and extended Northeasterly line of said Lot 6, 70 feet; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said Lot 6; thence Northwesterly 70 feet to the place of beginning.

PARCEL 5:

All that part of Lot Seven (7) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of Lot 7, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company as it was staked out on August 19, 1872; thence Northeasterly parallel with said center line to a point on a line 2 1/2 feet Southwesterly of the Northeasterly line of said Lot 7; thence Southeasterly on a line parallel with and 2 1/2 feet Southwesterly of the Northeasterly line of said Lot 70 feet to a point; thence Southwesterly parallel with and 50 feet Southeasterly of said center line to a point on the extended Southwesterly line of said Lot 7; thence Northwesterly 70 feet to the place of beginning.

PARCEL 6:

All that part of Lots Seven (7) and Eight (8) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company on a line parallel with and 2 1/2 feet Southwesterly of the Northeasterly line of said Lot 7; thence Northeasterly on a line parallel with said center line to a point on a line parallel with and 2 feet Southwesterly of the Northeasterly line of said Lot 8; thence Southeasterly on said line parallel with and 2 feet Southwesterly of the Northeasterly line of said Lot 8, 75 feet to a point; thence Southwesterly on a line parallel with and 55 feet Southeasterly of said center line to a point on a line parallel with and 2 1/2 feet Southwesterly of the extended Northeasterly line of said Lot 7; thence Northwesterly 75 feet to the place of beginning.

PARCEL 7:

All that part of Lot Nine (8) and the Northeasterly Two (2) feet of Lot Eight (8), in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies Southeasterly of a line running Northeasterly and Southwesterly across said Lot 9 and the Northeasterly 2 feet of said Lot 8 as follows; Commencing at a point on the Southwesterly line of said Northeasterly 2 feet of said Lot 8, 20 feet Northwesterly measured on said Southwesterly line from the center line of the main track of the Chicago and Northwestern Railway Company and 316.16 feet Southeasterly from the East line of North Prospect Avenue, snow laid



measured on said Southwesterly line of said Northeasterly 2 feet of said Lot 8 and running thence Northwesterly across said Northeasterly 2 feet of said Lot 8 and across said Lot 9 parallel with and 20 feet distant from the center line of said main track to a point on the Northeasterly line of said Lot 9, 20 feet Northwesterly from the center line of said main track and 310.16 feet Southeasterly from the East line of said North Prospect Avenue, measured on the Northeasterly line of said Lot 9.

PARCEL 8:

All that part of Lot Ten (10) and the accretions to and lying Easterly thereof, in Block One Hundred and Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing on the Southwesterly line of said Lot 10 at a point which is 310.16 feet Southeasterly of the Easterly line of North Prospect Avenue, as now laid out (measured on the Southwesterly line of said Lot 10) and 20 feet Northwesterly from the center line of the railway track of Chicago and Northwestern Railway Company as it was staked out across said Lot 10 on August 19, 1872; thence Northeasterly parallel with the center line of said railway track to a point on the Northeasterly line of said Lot 10, 304.25 Southeasterly of the Easterly line of North Prospect Avenue and 20 feet Northwesterly of the center line of said railway track (measured on said Northeasterly line of said Lot 10); thence Southeasterly on said Northeasterly line of said Lot 10, 75 feet; thence Southwesterly parallel with the center line of said track to the extended Southwesterly line of said Lot 10; thence Northwesterly 75 feet to the place of beginning.

PARCEL 9:

All that part of Lot Six (6) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198), and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogers Addition to the City of Milwaukee, in the Fractional South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of the Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 6) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 6 produced into Lake Michigan).

PARCEL 10:

All that part of Lot Seven (7) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198) and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogers Addition to the City of Milwaukee in Fractional South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of the Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 7) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said Lot 7).

PARCEL 11:

All that part of Lit Eight (8) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198) and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogers Addition to the City of Milwaukee, in Fractional South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point in the Southwesterly line of said Lot 8, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot, 75 feet to a point; thence Southwesterly parallel to said center line to a point on the Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 12:

All that part of the Southwesterly One-half (1/2) of Lot Twelve (12) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit:

Commencing at a point on the Southwesterly line of said Lot 12, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of the Southwesterly 1/2 of said Lot 12; thence Southeasterly on the Northeasterly line of the said Southwesterly 1/2 of said lot, 75 feet to a point; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 13:

All that part of the Northeasterly One-half (1/2) of Lot Twelve (12) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company, the first of which lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of the Northeasterly 1/2 of said Lot 12) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said Northeasterly 1/2 of said Lot 12).

PARCEL 14:

All that part of Lot Thirteen (13) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of the Chicago and Northwestern Railway Company, the first of which lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 13) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 13 produced into Lake Michigan).

PARCEL 15:

That part of Lot Fourteen (14) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 14, 75 feet to a point; thence Southwesterly parallel to and 55 feet Southeasterly of said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 16:

All that part of the Southwesterly One-half (1/2) of Lot Fifteen (15) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), In Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Southwesterly 1/2 of said Lot 15) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on said Northeasterly and Southwesterly lines of the Southwesterly 1/2 of Lot 15 produced into Lake Michigan).

PARCEL 17:

All that part of the Northeasterly One-half (1/2) of Lot Fifteen (15) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of the Northeasterly 1/2 of said Lot 15, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southwesterly parallel with and 55 feet Southeasterly of said center line to a point on the extended Southwesterly line of the Northeasterly 1/2 of said lot; thence Northwesterly 75 feet to the place of beginning.



PARCEL 18:

All that part of Lot Sixteen (16) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) to Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly from the center line of the main track of railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel to said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 16, 75 feet to a point; thence Southwesterly parallel with and 55 feet Southeasterly of said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 19:

All that part of Lot Seventeen (17), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly from the center line of the main track of the Railway of the Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot, 80 feet to a point; thence Southwesterly parallel with and 60 feet Southeasterly of said center line to a point on the Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 20:

All that part of Lot Eighteen (18), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company as said railway was staked out and located on August 19, 1872, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said lot) and the second of which said lines is 60 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said lot).

PARCEL 21:

All that part of Lot Nineteen (19), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the Railway of the Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said lot) and the second of which said lines is 60 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said lot).

PARCEL 22:

All that part of Lot Twenty (20), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot, 80 feet to a point; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 23:

All that part of Lot Twenty-one (21), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 21, 80 feet to a point; thence Southwesterly parallel with said center line to a point in the extended Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 24:

All that part of Lots Twenty-two (22) and Twenty-three (23), and accretions to and lying Easterly thereof, in Block Two Hundred Thirty-two (232), in Continuation of A. L. Kane's Subdivision being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238), of A. L. Kane's Subdivision, of Lots Sixteen (16) and Seventeen (17), in Block Two Hundred Twenty-two (222), Lot Nine (9), in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2, of Lot Twenty-two (22) in Block One Hundred Ninety-nine (199), in Rogers' Addition, and a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said Lot 23, 20 feet Northwesterly of the center line of the main track of the railway of Chicago and Northwestern Railway Company as staked out on August 19, 1872; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said Lot 22; thence Southeasterly along the Northeasterly line of Lot 22, 120 feet to a point; thence Southwesterly parallel with said center line to a point on the Southwesterly line of said Lot 23; thence Northwesterly 120 feet to the place of beginning.

PARCEL 25:

All that part of Lots Nineteen (19), Twenty (20), and Twenty-one (21), and accretions to and lying Easterly thereof, in Block Two Hundred Thirty-two (232), in Continuation of A. L. Kane's Subdivision, being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238) of A. L. Kane's Subdivision of Lots Sixteen (16) and Seventeen (17) in Block Two Hundred Twenty-two (222), Lot Nine (9) in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2, of Lot Twenty-two (22), in Block One Hundred Ninety-nine (199), in Rogers' Addition, and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, more particularly described as follows, to-wit: A strip of land 120 feet wide extending in a Northerly direction across said lots, through which said strip of land the center line of the railway of Chicago and Northwestern Railway Company is located so as to leave 20 feet West thereof and 100 feet East thereof.

PARCEL 26:

All that part of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, lying Easterly of Parcels 1 to 25 inclusive, above-described and Westerly of a line commencing at a point on the Southwesterly line of Block 232 in said Continuation of A. L. Kane's Subdivision, extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue; thence North 41° 43' East 537.31 feet to a point, and also commencing at the aforesaid point on the Southwesterly line of said Block 232; thence Southwesterly in a straight line 668.84 feet to a point 383.4 feet Southeasterly at right angles from the Southeasterly line of North Prospect Avenue, measured along said lot line; thence Southwesterly in a straight line to a point in the extended center line of East Juneau from its intersection with the Southeasterly line of North Prospect Avenue extended Southerly.

TRACT "J"

PARCEL 1:

All of Lots Nine (9) and Ten (10), and the accretions to and lying Easterly thereof, in Block Two Hundred Thirty-eight (238), in Continuation of A. L. Kane's Subdivision, being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238) of A. L. Kane's Subdivision, of lits Sixteen (16) and Seventeen (17) in Block Two Hundred Twenty-two (222), Lot Nine (9) in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2, of Lot Twenty-two (22) in Block One Hundred Ninety-nine (199) in Rogers Addition and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part thereof conveyed August 8, 1927, to A. C. Swallow by Quit Claim Deed recorded as Document No. 1575329; and excepting therefrom that part thereof conveyed August 8,1947 to Jacob Meister and wife, by Quit Claim Deed recorded as Document No. 2747176.



PARCEL 2:

All that part of Government Lot Two (2) and the accretions to and lying Easterly and Southerly thereof, in Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, lying South of the South line of Block 9 in Glidden and Lockwood's Addition and West of a line commencing at a point on the South line of Block 232 of Continuation of A. L. Kane's Subdivision extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue, running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; texcepting therefrom that part thereof conveyed August 8, 1927 to A. C. Swallow by Quit Claim Deed recorded as Document No. 1575329.

PARCEL 3:

All of Lots One (1) to Eleven (11), both inclusive, and the accretions to and lying Easterly thereof, in Block Nine (9), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; excepting therefrom that part of said Lots 1 and 2 conveyed on August 8, 1947 to Jacob Meister and wife by Quit Claim Deed recorded as Document No. 2747176; and excepting therefrom that part of said premises lying Easterly of a line commencing at a point on the South line of Block 232 of Continuation of A. L. Kane's Subdivision extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue; running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; thence North 30° 16' East 194.78 feet to a point; thence North 27° 11' East 114.60 feet to a point; thence North 15° 42' East 333.10 feet to a point in the Southerly line of East Lafayette Place, which is 23.4 feet West of the NOrthwest corner of Lot 12 in Block 9 in said Glidden and Lockwood's Addition.

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TRACT "K"

PARCEL 1:

All of Lots Nine (9) and Ten (10), in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part of said Lots Nine (9) and Ten (10), bounded and described as follows: Beginning at a point in the Southwesterly line of said Lot 10, which is 97.5 feet Southeasterly from the Southwesterly corner of said lot; thence Northwesterly in a straight line to a point in the NOrtheasterly line of said lot, which is 57.5 feet Southeasterly from the Northwesterly corner of said Lot; thence Northeasterly and parallel to the Easterly line of North Prospect Avenue 18 feet to a point; thence Northwesterly in a straight line to the Northwesterly corner of said Lot 9; thence Southwesterly along the Westerly line of said Lots 9 and 10, 120 feet to the Southwesterly corner of siad Lot 10; thence Southeasterly 97.5 feet to the place of beginning.

PARCEL 2:

All of Lots Six (6), Seven (7), and Eight (8), and the Southwesterly One-half (1/2) of vacated Windsor Place, in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting from said lots and said vacated street that part thereof which lies Easterly of a line drawn parallel with and 40 feet distant at right angles Easterly from the center line of the most Easterly main track of the Chicago and Northwestern Railway Company.

PARCEL 3:

All that part of Lot Four (4), in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at the Southeasterly corner of said Lot 4; thence Northeasterly along the Easterly line of said lot, 60 feet to the Northeasterly corner thereof; thence Northwesterly along the Northerly line of said lot, 50 feet to a point; thence Southerly in a straight line to the place of beginning.

PARCEL 4:

All of Lot Five (5), in Block Twenty (20), and vacated Windsor Place lying between said Lot Five (5), in Block Twenty (20) and Lot One (1), in Block Nineteen (19), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; excepting from said lot and vacated street the following: Commencing at the most Westerly corner of said Lot 5; thence Northeasterly along the Northwesterly line of said Lot 5 and said line extended across said vacated Windsor Place 110 feet to a point; thence Southeasterly parallel with the Southwesterly line of said vacated street 3 feet; thence Southerly to a point in the Northeasterly line of said Lot 5, 25 feet Southwesterly from the most Northerly corner of said lot; thence Southerly to 55 feet Southeasterly from the most Northerly corner of said lot; thence Southerly to a point in the Southwesterly line of said lot, 80 feet Southeasterly from the most Westerly corner thereof; thence Northwesterly along the Southwesterly line of said lot, 80 feet to

the place of beginning; and also excepting from said vacated Windsor Place that part thereof lying Easterly of a line drawn parallel with and 38 feet distant at right angles Easterly from the center line of the Easterly main track of the Chicago and North Western Railway Company.

PARCEL 5:

All of Lots One (1), Two (2), Three (3) and Ten (10) in Block Nineteen (19), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, and the North half of vacated East Windsor Place lying adjacent thereto, in the City of Milwaukee; excepting therefrom that part of said lots and vacated Windsor Place lying Easterly of a line drawn parallel with and distant 38 feet Easterly at right angles from the Easterly main track of the Chicago and North Western Railway Company.

TRACT "L"

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and the Northeasterly one-half (1/2) of Lot Ten (10), in Block Twenty-five (25), Block Twenty-six (26), and vacated Woodstock Place lying between said Blocks Twenty-five (25) and Twenty-six (26), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part of said Lots 4,5, and 6, bounded and described as follows: Commencing at the most Westerly corner of said Lot 4, in Block 25; thence Northeasterly along the Easterly line of North Farwell Avenie 92.4 feet; thence Southeasterly to the most Easterly corner of Lot 3 in said Block 25; thence Northwesterly 150 feet to the place of beginning; also, excepting that part of Lot 9 and the Northeasterly 1/2 of Lot 10, in said Block 25, which lies Westerly of a straight line drawn from the most Northerly corner of said Lot 9 to a point in the Southwesterly line of the Northeasterly 1/2 of said Lot 10, 40 feet Northwesterly from the most Southerly corner of the Northeasterly 1/2 of said Lot 10; also, excepting a strip of land 4 feet wide off the Southwesterly side of the Northeasterly 1/2 of said Lot 10 extending from North Prospect Avenue to the Easterly line of the tract last above excepted; also, excepting all that part of said Blocks 25 and 26 and vacated Woodstock Place lying Northeasterly of a line commencing at a point on the Westerly line of North Prospect Avenue that is 105 feet South 35° West from the interesection of the center line of Woodstock Place (vacated) and the Westerly line of North Prospect Avenue, as platted; thence North 55° West 25 feet to a point; thence North 12° 42' West 19 feet to a point; thence North 19° 08' West 90.10 feet to a point; thence North 29° 17' 30" West 176.45 feet to a point; thence North 60o 41' 30" East 13.05 feet to a point; thence North 29° 17' 30" West 22.26 feet to a point; thence North 35° 45' West 14.38 feet to a point in the Easterly line of North Farwell Avenue.

TRACT "M"

Lots One (1), Two (2), Three (3), Five (5), Six (6), Seven (7), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block Thirty (30), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, including the Northeasterly One-half (1/2) of vacated Woodstock Place adjoining said Block Thirty (30); excepting the West 40 feet of Block 30, as platted, lying within the limits of North Oakland Avenue; and excepting from said Lots 1, 2, and 3, and the said Northeasterly 1/2 of vacated Woodstock Place that part thereof which lies Southwesterly of a line drawn parallel with and distant 50 feet Southwesterly at right angles from the center line of the most Southwesterly, or so called Freight track of the Chicago and Northwestern Railway Company; and excepting that part of said Lot 5 which lies Northerly of a line drawn at right angles to the Easterly line of said Lot 5 and 50 feet from the Southeasterly corner thereof; and excepting that part of said Lots 6 and 7 which lies Northeasterly of a straight line drawn from a point in the Northwesterly line of said Lot 6 which is 100 feet Southwesterly from its most Northerly corner to the most Southerly corner of said Lot 7; and excepting that part of said Lot 13 bounded and described as follows: Commencing at the most Easterly corner of said Lot 13, thence Southwesterly on the Southwesterly on the Southeasterly line of said lot, 55 feet to a point, thence Northerly on a straight line to the most Northerly corner of said lot, thence Southeasterly on the Northeasterly line of said lot, 150 feet to the place of beginning.

TRACT "N"

All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in Block Two Hundred Twenty (220), in A. L. Kane's Subdivision into City Lots of a part of the North East Fractional One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies North and East of a line drawn parallel to the center line of the railway of Chicago and Northwestern Railway Company and distant Forty (40) feet Southwestwardly therefrom.



TRACT "O"

PARCEL 1:

Lots Thirteen (13), Fourteen (14), and Fifteen (15), in Block Two Hundred Twenty (220), in Walworth's Subdivision of the East Nine Hundred Seventy-seven (977) feet of Lots Fifteen (15) and Sixteen (16) in the South East One-quarter (1/4) of Section Sixteen (16), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

PARCEL 2:

A strip, belt or parcel of land One Hundred (100) feet wide extending across the following described tract of land, viz: Fractional Lot Sixteen (16) of Section Sixteen (16), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, through the center of which said strip of land, the center line of the railroad of Chicago and Northwestern Railway Company is now located so as to leave one-half (1/2) in width on each side of the center line; except that part thereof lying West of the East line of North Bartlett Avenue as platted in said Walworth's Subdivision.

STATE OF WISCONSIN )
Department of State ) ss.
Received this 18th day of
Aug. A. D. 1964 at 2
o'clock P M. and recorded in Vol.
42 of R.R.M.
on page 355-370 (333-345)
Secretary of State

RELEASE

COVERING CERTAIN PROPERTY IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
COUNTY OF MILWAUKEE
DATED, JULY 17,1964

Form 2750-A-17

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 38 of Railroad Mortgages, Page 76, et. seq. as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

MILWAUKEE COUNTY, a body corporate of the State of Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Milwaukee, Milwaukee County, State of Wisconsin,

and described in Exhibit "A" (consisting of Thirteen (13) pages), attached hereto and made a part hereof.

Form 2750-B-1

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 17th day of July A. D., Nineteen Hundred and Sixty-four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By /s/ R. G. PINTARD
TRUST OFFICER

ATTEST:

/s/ H. OPPENHEIM
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ J. J. SMITH
J. J. SMITH

/s/ K. GORMLEY
K. GORMLEY

This is Page 2 of a release dated July 17, 1964, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, certain property located in the City of Milwaukee, Milwaukee County, State of Wisconsin.

Form 2750-B-2

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS

I, Clinton G. Martens a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. Pintard and H. Oppenheim to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument inwriting, and known to me to be the identical persons whose names are subscribed to said instrument, appeared beforre me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N. J. and that H. OPPENHEIM resides at 347 WARWICK AVENUE, MT. VERNON, N. Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 17th day of July A. D., Nineteen Hundred and Sixty-four.

/s/ CLINTON G. MARTENS
NOTARY PUBLIC

In and for the County of New York in the State of New York.

My Commission as such
Notary Public Expires: March 30, 1965



EXHIBIT "A"
to
Contract between MILWAUKEE COUNTY and
CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TRACT "A"

Lots One (1) to Seven (7), both inclusive, in Block One Hundred Sixty-three (163), and
Lots One (1) to Fourteen (14), both inclusive, in Block One Hundred Sixty-two (162), and
Lots One (1) to Seven (7), both inclusive, in Block One Hundred Sixty-one (161), all in Subdivision of Lots One (1) and Two (2) of Section Thirty-three (33), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, together with vacated North Jackson Street lying between said Blocks One Hundred Sixty-two (162) and One Hundred Sixty-three (163), and that part of vacated Beach Street lying between said Blocks One Hundred Sixty-one (161) and One Hundred Sixty-two (162), and including the accretions to and lying easterly of said Block One Hundred Sixty-one (161) and westerly of a straight line drawn from a point in the center of East Polk Street, extended easterly which is 331.3 feet easterly of the Easterly line of North Jackson Street to a point which is 661.5 feet easterly from the Easterly line of North Jackson Street and measured along the Northerly line of East Chicago Street extended easterly.

EXCEPTING THEREFROM that portion of Lots Four (4), Five (5), Six (6), and Seven (7) in said Block One Hundred Sixty-one (161), and that part of vacated Beach Street, together with that part of the accretions to and lying easterly of the aforesaid lots, and more particularly described in three (3) Quit Claim Deeds executed by Chicago and North Western Railway Company to Elmer F. Becker, dated April 17, 1950, September 29, 1950 and April 11, 1958, respectively, and recorded as Document Nos. 2946035, 2982360 and 3877470.

ALSO, EXCEPTING AND RESERVING THEREFROM, the following: All those parts of Lots One (1) to Six (6) both inclusive, in said Block One Hundred Sixty-three (163), which lie Westerly of a line parallel with and distant Fifteen (15) feet Easterly, measured radially, from the center line of the most Easterly of two side tracks which cross East Corcoran Avenue, East of North Jefferson Street, and which side track is known and identified as I.C.C. Track No. 174 of Federal Valuation Section Wisconsin #3, Chicago and North Western Railway Company, as the same is now located and established over and across said Block One Hundred Sixty-three (163) and East Corcoran Avenue; and all those parts of Lot Seven (7), in said Block One Hundred Sixty-three (163), vacated North Jackson Street lying between said Blocks One Hundred Sixty-two (162) and One Hundred Sixty-three (163), Lots Seven (7) and Eight (8), in said Block One Hundred Sixty-two (162), and vacated Beach Street lying between said Blocks One Hundred Sixty-one (161) and One Hundred Sixty-two (162), all as lie Southerly of a line parallel with and distant Thirty-five (35) feet Northerly, measured at right angles, from the Southerly lines, and the same extended across said North Jackson and Beach Streets, of said Blocks One Hundred Sixty-two and One Hundred Sixty-three (163).

TRACT "B"

Lots One (1) to Ten (10), both inclusive, in Block One Hundred Fifty-nine (159), and
Lots One (1) to Five (5), both inclusive, in Block One Hundred Sixty (160), in Subdivision of Lots One (1) and Two (2) of Section Thirty-three (33), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and
Lots One (1) to Nine (8), both inclusive, in Block Eighty-two (82), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres of the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7), Range Twenty-two (22) East, in the city of Milwaukee,

And, including that part of vacated Beach Street lying between the South line of East Corcoran Avenue and the North Line of East Chicago Street,

And, including that part of vacated East Corcoran Avenue lying easterly of the East line of North Jackson Street,

And, including that part of vacated East Chicago Street lying easterly of the East line of North Jackson Street,

And, together with the accretions to and lying easterly of the above described premises and westerly of a straight line drawn from a point in the center line of East Polk Street extended easterly which is 331.3 feet easterly of the easterly line of North Jackson Street to a point which is 661.5 feet easterly from the easterly line of North Jackson Street and measured along the northerly line of East Chicago Street.

TRACT "C"

Lots One (1) to Six (6), both inclusive, in Block Eighty (80), and
Lots One (1) to Six (6), both inclusive, in Block Eighty-three (83), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township

Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

That part of vacated Beach Street lying between the North line of East Chicago Street and the South line of East Buffalo Street, and

The accretions to and lying easterly of Lots One (1) to Six (6) in said Block Eighty-three (83) and westerly of a line extending from a point in the North line of East Chicago Street, extended easterly, 661.5 feet easterly from the East line of North Jackson Street to a point in the center line of East Wisconsin Avenue, extended easterly, 492 feet easterly from the East line of North Marshall Street.

TRACT "D"

Lots Four (4), Five (5), and Six (6), in Block Seventy-nine (79), in Plat of the Division of Thirteen and Thirty Hundredths acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

TRACT "E"

Lots One (1), Two (2), and Three (3), in Block Eighty-four (84), in Plat of Milwaukee (on the East Side of the River) in Fractional South West One-quarter (1/4) of Section Twenty-eight (28), in Township Seven (7), North, Range Twenty-two (22) East, in the city of Milwaukee and

Lots Three (3) to Ten (10), both inclusive, in Block Eighty-four (84), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

Lots One (1) to Six (6), both inclusive, in Block One Hundred Eleven (111) in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

That part of vacated Beach Street lying between the North line of East Buffalo Street and the South line of East Detroit Street, and

Vacated East Buffalo Street lying East of the East line of North Van Buren Street, and

The accretions to and lying Easterly of Lots One (1) to Six (6) in said Block One Hundred Eleven (111) and vacated East Buffalo Street and Westerly of a line extending from a point in the North line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet Easterly from the East line of North Jackson Street, to a point in the center line of East Wisconsin Avenue, extended Easterly, 492 feet Easterly of the East line of North Marshall Street.

TRACT "F"

All of Lots One (1), Two (2) and Three (3); and Lots Four (4), Five (5) and Six (6), except the Westerly Forty-six (46) feet thereof; and that part of Lot Eighteen (18) lying Easterly of a straight line extending from the northeast corner to the southwest corner of said Lot Eighteen (18), all in Block Eighty-five (85); and

Lots One (1) to Six (6), both inclusive, in Block One Hundred Ten (110), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

That part of vacated Beach Street lying between the North line of East Detroit Street and the South line of East Clybourn Street; and

That part of East Detroit Street, and the same extended Easterly, as lies Easterly of the Easterly line, extended Southerly, of the Westerly Forty-six (46) feet of Lot Six (6) in said Block Eighty-five (85); and

The accretions to and lying easterly of Lots One (1) to Six (6) in said Block One Hundred Ten (110) and East Detroit Street, extended, and westerly of a line extending from a point in the North line of East Chicago Street, extended easterly, Six Hundred Sixty-one and Five Tenths (661.5) feet easterly from the East line of North Jackson Street to a point in the center line of East Wisconsin Avenue, extended easterly, Four Hundred Ninety-two (492) feet easterly from the East line of North Marshall Street.

TRACT "G"

All of Lots One (1), Two (2), Three (3), and Four (4), in Block One Hundred Nine (109), and

All of Lot One (1), in Block Ninety-nine (99), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and so much of Lots Two (2), Three (3) and Four (4), in said Block Ninety-nine (99), as lies East of a straight line drawn from the Southwest corner of Lot One (1) in said Block Ninety-nine (99) to a point in the South line of Lot Two (2) in said Block Ninety-nine (99), One Hundred Fifty (150) feet East of the Southwest corner of said Lot Two (2), and

All that part of Lots Two (2), Three (3), Four (4), and Nine (9), in said Block Ninety-nine (99), bounded and described as follows: Commencing at the Southeast corner of said Lot 9; thence Southwesterly in a straight line to a point in the South line of said Lot 2, 150 feet East of the Southwest corner thereof; thence West on said South line to a point 10 feet Westerly from, measured at right angles to, said straight line; thence Northeasterly parallel with and 10 feet Westerly from said straight line to a point in the East line of said Lot 9; thence South along the East line of said Lot 9 to the place of beginning, and

All that part of Lot One (1), in Block Ninety-eight (98), in Plat of Milwaukee (on the East Side of the River) in Fractional North West One-quarter (1/4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and that part of Government Lot Two (2), in said Fractional North West One-quarter (1/4) lying South of the center line of East Wisconsin Avenue and said center line extended East, and North of the North line and the extended North line of Lot Four (4) in Block One Hundred Nine (109), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acress off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, and East of the East line of North Marshall Street extended South, and Westerly of a line extending from a point in the North line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet Easterly from the East line of North Jackson Street, to a point in the center of East Wisconsin Avenue, extended Easterly, Four Hundred Ninety-two (492) feet Easterly of the East line of North Marshall Street, and

That part of East Clybourn Street, and the same extended Easterly, as lies Easterly of a line drawn at right angles to the Northerly line of said street, being also the Southerly line of Lot Two (2), in aforesaid Block Ninety-nine (99), at its point of intersection with a line drawn parallel with and distant Ten (10) feet Westerly, measured at right angles, from a line drawn from the Southeasterly corner of Lot Nine (9), said Block Ninety-nine (99), to a point in the said Southerly line of Lot Two (2), distant One Hundred Fifty (150) feet Easterly from the Southwesterly corner thereof, and

The accretions to and lying Easterly of Lots One (1) to Four (4), in said Block Ninety-nine (99), and Lots One (1) to Four (4), in said Block One Hundred Nine (109), and East Clybourn Street, extended, and Westerly of a line extending from a point in the North line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet Easterly from the East line of North Jackson Street, to a point in the center line of East Wisconsin Avenue, extended Easterly Four Hundred Ninety-two (492) feet Easterly of the East line of North Marshall Street.

TRACT "H"

All that strip, belt or piece of land, of varying width, extending Northeasterly from the extended center line of East Wisconsin Avenut to the extended center line of East Juneau Avenue across Fractional Lots One (1) and Two (2) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, and across Block One Hundred Forth-three (143) in the Plat of Lone One (1) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, through which said strip, belt, or piece of land the Railway of Chicago and Northwestern Railway Company is now located, and

That part of said Fractional Lots One (1) and Two (2) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, lying Easterly of the above described strip of land and Westerly of a straight line drawn Southwesterly from a point in the extended center line of East Juneau Avenue, Five Hundred Thirty-seven and Eighteen Hundredths (537.18) feet Easterly measured along said center line of East Juneau Avenue from its intersection with the Southeasterly line of North Prospect Avenue, extended Southerly, to a point in the extended center line of East Kilbourn Avenue, formerly Biddle Street, Five Hundred Fifty-eight and Fifty-eight Hundredths (558.58) feet Easterly measured along the said center line of East Kilbourn Avenue from the intersection of said center line of East Kilbourn Avenue with the East line of North Astor Street, extended South; thence Southwesterly in a straight line to a point in the extended North line of East Mason Street Five Hundred Thirty five and Two Tenths (535.2) feet Easterly measured along said North line of East Mason Street from the East line of North Marshall Street; thence Southerly in a straight line to a point Four Hundred Ninety-two (492) feet Easterly from the East line of North Marshall Street, measured along the center line of East Wisconsin Avenue, extended, and

That part of said Fractional Lot Two (2) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, described as follows, to-wit: Beginning at a point on the Division Line as fixed and established by a certain agreement dated April 10, 1913 by and between the Chicago and North Western Railway Company, the City of Milwaukee and the Board of Park Commissioners of the City of Milwaukee, and recorded April 23, 1913 as Document No. 762955, said point being 492 feet Easterly from the East line of Marshall Street, measured along the center line of Wisconsin Street extended Easterly, running thence Northerly along said Division Line to a point on the extended North line of Mason Street which point is 535.2 feet Easterly from its intersection with the East line of Marshall Street; thence Northerly along said Division Line 120 feet, thence Southerly to a point

on said extended North line of Mason Street 25 feet East from said Division Line, thence Southerly 130 feet to a point 36 feet Easterly from said Division Line measured at right angles thereto, thence Southerly to a point 40 feet Northerly from the produced center line of Wisconsin Street, measured along the produced Division Line as established South of said produced center line of Wisconsin Street; thence Southerly 40 feet to the place of beginning.

TRACT "I"

PARCEL 1:

All that part of the accretions to and lying Easterly of Lots One (1) and Two (2), in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee,and that part of the North half of East Juneau Avenue, extended Easterly, bounded and described as follows, to-wit: Commencing at a point on the south line of said Section Twenty-one (21), 20 feet Westerly of the center line of the railway of Chicago and North Western Railway Company as it was staked out across said premises on August 19, 1872; running thence Northerly parallel with said center line to a point 182 feet (measured along a line 20 feet Westerly of and parallel to said center line) Southerly of the NOrtherly line of Lot 3, in said Block 199; thence Easterly parallel to the extended Northerly line of said Lot 3, 70 feet to a point; thence Southerly parallel to the center line of said railway to a poin on the South line of said Section 21, thence West on said South line of Section 21, to the place of beginning.

PARCEL 2:

All that part of Lot Three (3), and the accretions to and lying Easterly of Lots Two (2) and Three (3), in Block One Hundred Ninety-nine (199), inRogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point in the Northeasterly line of said Lot 3, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company; running thence Southwesterly parallel with and 20 feet Northwesterly of said center line 182 feet to a point; thence Southeasterly parallel with the Northeasterly and extended Northeasterly line of said Lot 3, 70 feet to a point; thence Northeasterly parallel with and 50 feet Southeasterly of said center line to a point on the extended Northeasterly line of said Lot 3; thence Northwesterly to the place of beginning.

PARCEL 3:

That part of Lots Four (4) and Five (5) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of and parallel with the center line of the main track of the railway of Chicago and Northwestern Railway Company as originally located and constructed over and across said Lots 4 and 5, the first of said lines extending across said lots on the Northwesterly side of said main track at a distance of 20 feet from the center line thereof, measured on the Southerly and extended Southerly line of said Lot 4 and the Northerly and extended Northerly line of said Lot 5; and the second of which said lines extending in a Northeasterly and Southwesterly direction on the Southeasterly side of said main track at a distance of 50 feet from the center line thereof measured on the extended Southerly line of said Lot 4 and the extended Northerly line of said Lot 5.

PARCEL 4:

That part of Lot Six (6), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199) in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said Lot 6, 334.65 feet Southeasterly of the East line of N. Prospect Avenue, as now laid out measured on said Southwesterly line of said Lot 6) and 20 feet Northwesterly from the center line of the main track of the Railway of Chicago and Northwestern Railway Company as it was staked out on August 19, 1872; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said Lot 6, which is 328.54 feet Southeasterly of the said East line of North Prospect Avenue and 20 feet Northwesterly from said center line; thence Southeasterly on the Northeasterly and extended Northeasterly line of said Lot 6, 70 feet; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said Lot 6; thence Northwesterly 70 feet to the place of beginning.



PARCEL 5:

All that part of Lot Seven (7) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of Lot 7, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company as it was staked out on August 19, 1872; thence Northeasterly parallel with said center line to a point on a line 2 1/2 feet Southwesterly of the Northeasterly line of said Lot 7; thence Southeasterly on a line parallel with and 2 1/2 feet Southwesterly of the Northeasterly line of said Lot 70 feet to a point; thence Southwesterly parallel with and 50 feet Southeasterly of said center line to a point on the extended Southwesterly line of said Lot 7; thence Northwesterly 70 feet to the place of beginning.

PARCEL 6:

All that part of Lots Seven (7) and Eight (8) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point 20 feet Northwesterly from the center line of the main track of the railway of Chicago and NOrthwestern Rail way Company on a line parallel with and 2 1/2 feet Southwesterly of the Northwesterly line of said Lot 7; thence Northeasterly on a line parallel with said center line to a point on a line parallel with and 2 feet Southwesterly of the Northeasterly line of said Lot 8; thence Southeasterly on said line parallel with and 2 feet Southwesterly of the Northeasterly line of said Lot 8, 75 feet to a point; thence Southwesterly on a line parallel with and 55 feet Southeasterly of said center line to a point on a line parallel with and 2 1/2 feet Southwesterly of the extended Northeasterly line of said Lot 7; thence Northwesterly 75 feet to the place of beginning.

PARCEL 7:

All that part of Lot Nine (9) and the Northeasterly Two (2) feet of Lot Eight (8), in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the city of Milwaukee, which lies Southeasterly of a line running Northeasterly and Southwesterly across said Lot 9 and the Northeasterly 2 feet of said Lot 8 as follows: Commencing at a point on the Southwesterly line of said Northeasterly 2 feet of said Lot 8, 20 feet Northwesterly measured on said Southwesterly line from the center line of the main track of the Chicago and Northwestern Railway Company and 316.16 feet Southeasterly from the East line of North Prospect Avenue, as now laid out, measured on said Southwesterly line of said Northeasterly 2 feet of said Lot 8 and running thence Northeasterly across said Northeasterly 2 feet of said Lot 8 and across said Lot 9 parallel with and 20 feet distant from the center line of said main track to a point on the Northeasterly line of said Lot 9, 20 feet Northwesterly from the center line of said main track and 310.16 feet Southeasterly from the East line of said North Prospect Avenue, measured on the Northeasterly line of said Lot 9.

PARCEL 8:

All that part of Lot Ten (10) and the accretions to and lying Easterly thereof, in Block One Hundred Ninetypnine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing on the Southwesterly line of said Lot 10 at a point which is 310.16 feet Southeasterly of the Easterly line of North Prospect Avenue, as now laid out (measured on the Southwesterly line of said Lot 10) and 20 feet Northwesterly from the center line of the railway track of Chicago and Northwestern Railway Company as it was staked out across said Lot 10 on August 19, 1872; thence Northeasterly parallel with the center line of said railway track to a point on the NOrtheasterly line of said Lot 10, 304.25 Southeasterly of the Easterly line of North Prospect Avenue and 20 feet Northwesterly of the center line of said rail way track (measured on said NOrtheasterly line of said Lot 10); thence Southeasterly on said Northeasterly line of said Lot 10, 75 feet; thence Southwesterly parallel with the center line of said track to the extended Southwesterly line of said Lot 10; thence Northwesterly 75 feet to the place of beginning.

PARCEL 9:

All that part of Lot Six (6) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198), and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogers Addition to the City of Milwaukee in the Fractional South East One-quarter (1/4) of Section Twenty-one (21), In Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of the Chicago and

Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 6) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 6 produced into Lake Michigan).

PARCEL 10:

All that part of Lot Seven (7) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198) and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogers Addition to the City of Milwaukee in Fractional South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of the Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 7) and the second of which said linees is 55 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said Lot 7).

PARCEL 11:

All that part of Lot Eight (8) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198) and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogers Addition to the City of Milwaukee, in Fractional South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point in the Southwesterly line of said Lot 8, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot, 75 feet to a point; thence Southwesterly parallel to said center line to a point on the Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 12:

All that part of the Southwesterly One-half (1/2) of Lot Twelve (12) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said Lot 12, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of the Southwesterly 1/2 of said Lot 12; thence Southeasterly on the Northeasterly line of the Southwesterly 1/2 of said lot, 75 feet to a point; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 13:

All that part of the Northeasterly one-half (1/2) of Lot Twelve (12) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company, the first of which lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of the Northeasterly 1/2 of said Lot 12) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said Northeasterly 1/2 of said Lot 12).

PARCEL 14:

All that part of Lot Thirteen (13) and the accretions to and lying Easterly thereof in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of the Chicago and Northwestrn Railway Company, the first of which lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 13) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 13 produced into Lake Michigan).



PARCEL 15:

That part of Lot Fourteen (14) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 14, 75 feet to a point; thence Southwesterly parallel to and 55 feet Southeasterly of said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 16:

All that part of the Southwesterly One-half (1/2) of Lot Fifteen (15) and the accretons to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (meausred on the Northeasterly and Southwesterly lines of said Southwesterly 1/2 of said Lot 15) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on said Northeasterly and Southweaterly lines of the Southwestery 1/2 of Lot 15 produced into Lake Michigan).

PARCEL 17:

All that part of the Northeasterly One-half (1/2) of Lot Fifteen (15) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of the Northeasterly 1/2 of said Lot 15, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot 75 feet to a point; thence Southwesterly parallel with and 55 feet Southeasterly of said center line to a point on the extended Southwesterly line of the Northeasterly 1/2 of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 18:

All that part of Lot Sixteen (16) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly from the center line of the main track of railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel to said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 15, 75 feet to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 19:

All that part of Lot Seventeen (17), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly from the center line of the main track of the Railway of the Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the NOrtheasterly line of said lot, 80 feet to a point; thence Southwesterly parallel with and 60 feet Southeasterly of said center line to a point on the Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 20:

All that part of Lot Eighteen (18), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company as said railway was staked out and

located on August 19, 1872; the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said lot) and the second of which said lines is 60 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said lot).

PARCEL 21:

All that part of Lot Nineteen (19), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the Railway of the Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said lot) and the second of which said lines is 60 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said lot).

PARCEL 22:

All that part of Lot Twenty (20), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot, 80 feet to a point; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 23:

All that part of Lot Twenty-one (21), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 21, 80 feet to a point; thence Southwesterly parallel with said center line to a point in the extended Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 24:

All that part of Lots Twentyptwo (22) and Twenty-three (23), and accretions to and lying Easterly thereof, in Block Two Hundred Thirty-two (232), in Continuation of A. L. Kane's Subdivision being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238), of A. L. Kane's Subdivision of Lots Sixteen (16) and Seventeen (17), in Block Two Hundred Twenty-two (222), Lot Nine (9), in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2, of Lot Twenty-two (22) in Block One Hundred Ninety-nine (199), in Rogers' Addition, and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said Lot 23, 20 feet Northwesterly of the center line of the main track of the railway of Chicago and Northwestern Railway Company as staked on August 19, 1872; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said Lot 22; thence Southeasterly along the NOrtheasterly line of Lot 22, 120 feet to a point; thence Southwesterly parallel with said center line to a point on the Southwesterly line of said Lot 23; thence Northwesterly 120 feet to the place of beginning.

PARCEL 25:

All that part of Lots Nineteen (19), Twenty (20), and Twentypone (21), and accretions to and lying Easterly thereof, in Block Two Hundred Thirty-two (232), in Continuation of A. L. Kane's Subdivision, being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238) of A. L. Kane's Subdivision, of Lots Sixteen (16) and Seventeen (17) in Block Two Hundred Twenty-two (222), Lot Nine (9) in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2, of Lot Twenty-two (22), in Block One Hundred Ninety-nine (199), in Rogers' Addition, and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22), East, in the City of Milwaukee, more particularly described as follows, to-wit: A strip of land 120 feet wide extending in a Northerly direction across said lots, through which said strip of land the center line of the railway of Chicago and Northwestern Railway Company is located so as to leave 20 feet West thereof and 100 feet East thereof.



PARCEL 26:

All that part of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, lying Easterly of Parcels 1 to 25 inclusive, above described and Westerly of a line commencing at a point on the Southwesterly line of Block 232 in said Continuation of A. L. Kane's Subdivision, extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue; thence North 41° 43' East 537.31 feet to a point, and also commencing at the aforesaid point on the Southwesterly line of said Block 232; thence Southwesterly in a straight line 668.84 feet to a point 383.4 feet Southeasterly at right angles from the Southeasterly line of North Prospect Avenue; thence Southwesterly in a straight line to a point in the extended Southwesterly line of Lot 8, in Block 199, in said Rogers' Addition 402.45 feet southeasterly of the Southeasterly line of North Prospect Avenue, measured along said lot line; thence Southwesterly in a straight line to a point in the extended center line of East Juneau Avenue 537.18 feet Easterly, measured along said center line of East Juneau Avenue from its intersection with the Southeasterly line of North Prospect Avenue extended Southerly.

TRACT "J"

PARCEL 1:

All of Lots Nine (9) and Ten (10), and the accretions to and lying Easterly thereof, in Block Two Hundred Thirty-eight (238), in Continuation of A. L. Kane's Subdivision, being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238) of A. L. Kane's Subdivision, of Lots Sixteen (16) and Seventeen (17) in Glock Two Hundred Twenty-two (222), Lot Nine (9) in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-Six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2 of Lot Twenty-two (22) inBlock One Hundred Nineth-nine (199) in Rogers Addition and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part thereof conveyed August 8, 1927 to A. C. Swallow by Quit Claim Deed recorded as Document No. 1575329; and excepting therefrom that part thereof conveyed August 8, 1947 to Jacob Meister and wife, by Quit Claim Deed recorded as Document No. 2747176.

PARCEL 2:

All that part of Government Lot Two (2) and the accretions to and lying Easterly and Southerly thereof, in Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, lying South of the South line of Block 9 in Glidden and Lockwood's Addition and West of a line commencing at a point on the South line of Block 232 of Continuation of A. L. Kane's Subdivision extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue, running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; excepting therefrom that part thereof conveyed August 8, 1927 to A. C. Swallow by Quit Claim Deed recorded as Document No. 1575329.

PARCEL 3:

All of Lots One (1) to Eleven (11), both inclusive, and the accretions to and lying Easterly thereof, in Block Nine (9), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; excepting therefrom that part of said Lots 1 and 2 conveyed on August 8, 1947 to Jacob Meister and wife by Quit Claim Deed recorded as Document No. 2747176; and excepting therefrom that part of said premises lying Easterly of a line commencing at a point on the South line of Block 232 of Continuation of A. L. Kane's Subdivision extended Easterly and 461.17 Easterly of the Easterly line of North Prospect Avenue; running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; thence North 30° 16' East 194.78 feet to a point; thence North 27° 11' East 114.60 feet to a point; thence North 15° 42' East 333.10 feet to a point in the Southerly line of East Lafayette Place, which is 23.4. feet West of the Northwest corner of Lot 12 in Block 9 in said Glidden and Lockwood's Addition.

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located on August 19, 1872; the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said lot) and the second of which said lines is 60 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said lot).

PARCEL 21:

All that part of Lot Nineteen (19), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the Railway of the Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said lot) and the second of which said lines is 60 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said lot).

PARCEL 22:

All that part of Lot Twenty (20), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot, 80 feet to a point; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 23:

All that part of Lot Twenty-one (21), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 21, 80 feet to a point; thence Southwesterly parallel with said center line to a point in the extended Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 24:

All that part of Lots Twentyptwo (22) and Twenty-three (23), and accretions to and lying Easterly thereof, in Block Two Hundred Thirty-two (232), in Continuation of A. L. Kane's Subdivision being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238), of A. L. Kane's Subdivision of Lots Sixteen (16) and Seventeen (17), in Block Two Hundred Twenty-two (222), Lot Nine (9), in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2, of Lot Twenty-two (22) in Block One Hundred Ninety-nine (199), in Rogers' Addition, and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said Lot 23, 20 feet Northwesterly of the center line of the main track of the railway of Chicago and Northwestern Railway Company as staked on August 19, 1872; thence Northeasterly parallel with said center line to a point on the NOrtheasterly line of said Lot 22; thence Southeasterly along the NOrtheasterly line of Lot 22, 120 feet to a point; thence Southwesterly parallel with said center line to a point on the Southwesterly line of said Lot 23; thence Northwesterly 120 feet to the place of beginning.

PARCEL 25:

All that part of Lots Nineteen (19), Twenty (20), and Twentypone (21), and accretions to and lying Easterly thereof, in Block Two Hundred Thirty-two (232), in Continuation of A. L. Kane's Subdivision, being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238) of A. L. Kane's Subdivision, of Lots Sixteen (16) and Seventeen (17) in Block Two Hundred Twenty-two (222), Lot Nine (9) in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivi-



sion No. 1 and 2, of Lot Twenty-two (22), in Block One Hundred Ninety-nine (199), in Rogers' Addition, and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22), East, in the City of Milwaukee, more particularly described as follows, to-wit: A strip of land 120 feet wide extending in a Northerly direction across said lots, through which said strip of land the center line of the railway of Chicago and Northwestern Railway Company is located so as to leave 20 feet West thereof and 100 feet East thereof.

PARCEL 26:

All that part of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, lying Easterly of Parcels 1 to 25 inclusive, above described and Westerly of a line commencing at a point on the Southwesterly line of Block 232 in said Continuation of A. L. Kane's Subdivision, extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue; thence North 41° 43' East 537.31 feet to a point, and also commencing at the aforesaid point on the Southwesterly line of said Block 232; thence Southwesterly in a straight line 668.84 feet to a point 383.4 feet Southeasterly at right angles from the Southeasterly line of North Prospect Avenue; thence Southwesterly in a straight line to a point in the extended Southwesterly line of Lot 8, in Block 199, in said Rogers' Addition 402.45 feet southeasterly of the Southeasterly line of North Prospect Avenue, measured along said lot line; thence Southwesterly in a straight line to a point in the extended center line of East Juneau Avenue 537.18 feet Easterly, measured along said center line of East Juneau Avenue from its intersection with the Southeasterly line of North Prospect Avenue extended Southerly.

TRACT "J"

PARCEL 1:

All of Lots Nine (9) and Ten (10), and the accretions to and lying Easterly thereof, in Block Two Hundred Thirty-eight (238), in Continuation of A. L. Kane's Subdivision, being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238) of A. L. Kane's Subdivision, of Lots Sixteen (16) and Seventeen (17) in Glock Two Hundred Twenty-two (222), Lot Nine (9) in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-Six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2 of Lot Twenty-two (22) inBlock One Hundred Nineth-nine (199) in Rogers Addition and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part thereof conveyed August 8, 1927 to A. C. Swallow by Quit Claim Deed recorded as Document No. 1575329; and excepting therefrom that part thereof conveyed August 8, 1947 to Jacob Meister and wife, by Quit Claim Deed recorded as Document No. 2747176.

PARCEL 2:

All that part of Government Lot Two (2) and the accretions to and lying Easterly and Southerly thereof, in Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, lying South of the South line of Block 9 in Glidden and Lockwood's Addition and West of a line commencing at a point on the South line of Block 232 of Continuation of A. L. Kane's Subdivision extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue, running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; excepting therefrom that part thereof conveyed August 8, 1927 to A. C. Swallow by Quit Claim Deed recorded as Document No. 1575329.

PARCEL 3:

All of Lots One (1) to Eleven (11), both inclusive, and the accretions to and lying Easterly thereof, in Block Nine (9), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; excepting therefrom that part of said Lots 1 and 2 conveyed on August 8, 1947 to Jacob Meister and wife by Quit Claim Deed recorded as Document No. 2747176; and excepting therefrom that part of said premises lying Easterly of a line commencing at a point on the South line of Block 232 of Continuation of A. L. Kane's Subdivision extended Easterly and 461.17 Easterly of the Easterly line of North Prospect Avenue; running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; thence North 30° 16' East 194.78 feet to a point; thence North 27° 11' East 114.60 feet to a point; thence North 15° 42' East 333.10 feet to a point in the Southerly line of East Lafayette Place, which is 23.4. feet West of the Northwest corner of Lot 12 in Block 9 in said Glidden and Lockwood's Addition.

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TRACT "K"

PARCEL 1:

All of Lots Nine (9) and Ten (10), in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part of said Lots Nine (9) and Ten (10), bounded and described as follows: Beginning at a point in the Southwesterly line of said Lot 10, which is 97.5 feet Southeasterly from the Southwesterly corner of said lot; thence Northwesterly in a straight line to a point in the Northeasterly line of said lot, which is 57.5 feet Southeasterly from the Northwesterly corner of said Lot; thence Northeasterly and parallel to the Easterly line of North Prospect Avenue 18 feet to a point; thence Northwesterly in a straight line to the Northwesterly corner of said Lot 9; thence Southwesterly along the Westerly line of said Lots 9 and 10, 120 feet to the Southwesterly corner of said Lot 10; thence Southeasterly 97.5 feet to the place of beginning.

PARCEL 2:

All of Lots Six (6), Seven (7), and Eight (8), and the Southwesterly One-half (1/2) of vacated Windsor Place, in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting from said lots and said vacated street that part thereof which lies Easterly of a line drawn parallel with and 40 feet distant at right angles Easterly from the center line of the most Easterly main track of the Chicago and Northwestern Railway Company.

PARCEL 3:

All that part of Lot Four (4), in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at the Southeasterly corner of said Lot 4; thence Northeasterly along the Easterly line of said lot, 60 feet to the Northeasterly corner thereof; thence Northwesterly along the Northerly line of said lot, 50 feet to a point; thence Southerly in a straight line to the place of beginning.

PARCEL 4:

All of Lots Five (5), in Block Twenty (20), and vacated Windsor Place lying between said Lot Five (5), in Block Twenty (20) and Lot One (1), in Block Nineteen (19), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; excepting from said lot and vacated street the following: Commencing at the most Westerly corner of said Lot 5; thence Northeasterly along the Northwesterly line of said Lot 5 and said line extended across said vacated Windsor Place 110 feet to a point; thence Southeasterly parallel with the Southwesterly line of said vacated street 3 feet; thence Southerly to a point in the Northeasterly line of said Lot 5, 55 feet Southeasterly from the most Northerly corner of said lot; thence Southerly to a point in the Southwesterly line of said lot, 80 feet Southeasterly from the most Westerly corner thereof; thence Northwesterly along the Southwesterly line of said lot, 80 feet to the place of beginning; and also excepting from said vacated Windsor Place that part thereof lying Easterly of a line drawn parallel with and 38 feet distant at right angles Easterly from the center line of the Easterly main track of the Chicago and North Western Railway Company.

PARCEL 5:

All of Lots One (1), Two (2), Three (3) and Ten (10) in Block Nineteen (19), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, and the North Half of vacated East Windsor Place lying adjacent thereto, in the City of Milwaukee, excepting therefrom that part of said lots and vacated Windsor Place lying Easterly of a line drawn parallel with and distant 38 feet Easterly at right angles from the Easterly main track of the Chicago and North Western Railway Company.

TRACT "L"

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and the Northeasterly One-half (1/2) of Lot Ten (10), in Block Twenty-five (25), Block Twenty-six (26), and vacated Woodstock Place lying between said Blocks Twenty-five (25) and Twenty-six (26), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part of said Lots 4,5, and 6 bounded and described as follows: Commencing at the most Westerly corner of said Lot 4, in Block 25; thence Northeasterly along the Easterly line of North Farwell Avenue 92.4 feet; thence Southeasterly to the most Easterly corner of Lot 3 in said Block 25; thence Northwesterly 150 feet to the place of beginning; also, excepting that part of Lot 9 and the Northeasterly 1/2 of Lot 10, in said Block 25, which lies Westerly of a straight line drawn from the most Northerly corner of said Lot 9 to a point in the Southwesterly line of the Northeasterly 1/2 of said Lot 10, 40 feet Northwesterly from the most Southerly corner of the Northeasterly 1/2 of said Lot 10; also, excepting a strip of land 4 feet wide off the Southwesterly side of the Northeasterly 1/2 of said Lot 10 extending from North Prospect Avenue to the Easterly line of the tract last above excepted; also, excepting all that part of said Blocks 25 and 26 and vacated Woodstock Place lying Northeasterly of a line commencing at a point on the Westerly line of North Prospect Avenue that is 105 feet South 35° West from the interesection of the center line of Woodstock Place (vacated) and the Westerly line of North Prospect Avenue, as platted; thence North 55° West 25 feet to a point; thence North 12°42' West 19 feet to a point; thence North 19°08' West 90.10 feet to a point; thence North 29° 17' 30" West 176.45 feet to a point; thence North 60° 41' 30" East 13.05 feet to a point; thence North 29° 17' 30" West 22.26 feet to a point; thence North 35° 45' West 14.38 feet to a point in the Easterly line of North Farwell Avenue.



TRACT "M"

Lots One (1), Two (2), Three (3), Five (5), Six (6), Seven (7), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block Thirty (30), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, including the Northeasterly One-half (1/2) of vacated Woodstock Place adjoining said Block Thirty (30); excepting the west 40 feet of Block 30, as platted, lying within the limits of North Oakland Avenue; and excepting from said Lots 1, 2, and 3, and tne said Northeasterly 1/2 of vacated Woodstock Place that part thereof which lies Southwesterly of a line drawn parallel with and distant 50 feet Southwesterly at right.angles from the center line of the most Southwesterly, or so called Freight track of the Chicago and Northwestern Railway Company; and excepting that part of said Lot 5 which lies Northerly of a line drawn at right angles to the Easterly line of said Lot 5 and 50 feet from the Southeasterly corner thereof; and excepting that part of said Lots 6 and 7 which lies Northeasterly of a straight line drawn from a point in the Northwesterly line of said Lot 6 which is 100 feet Southwesterly from its most Northerly corner to the most Southerly corner of said Lot 7; and excepting that part of said Lot 13 bounded and described as follows: Commencing at the most Easterly corner of said Lot 13, thence Southwesterly on the Southeasterly line of said lot, 55 feet to a point, thence Northerly on a straight line to the most Northerly corner of said lot, thence Southeasterly on the Northeasterly line of said lot, 150 feet to the place of beginning.

TRACT "N"

All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in Block Two Hundred Twenty (220), in A. L. Kane's Subdivision into City Lots of a part of the North East Fractional One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies North and East of a line drawn parallel to the center line of the railway of Chicago and Northwestern Railway Company and distant Forty (40) feet Southwestardly therefrom.

TRACT "O"

PARCEL 1:

Lots Thirteen (13), Fourteen (14), and Fifteen (15), in Block Two Hundred Twenty (220), in Walworth's Subdivision of the East Nine Hundred Seventy-seven (977) feet of Lots Fifteen (15) and Sixteen (16) in the South East One-quarter (1/4) of Section Sixteen (16), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

PARCEL 2:

A strip, belt or parcel of land One Hundred (100) feet wide extending across the following described tract of land, viz: Fractional Lot Sixteen (16) of Section Sixteen (16), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, through the center of which said strip of land, the center line of the railroad of Chicago and Northwestern Railway Company is now located so as to leave one-half (1/2) in width on each side of said center line; except that part thereof lying West of the East line of North Bartlett Avenue as platted in said Walworth's Subdivision.

STATE OF WISCONSIN )
Department of State ) ss.
Received this 18th day of
Aug. A. D. 19 64 at 2
o'clock P M. and recorded in Vol.
42 of RRM
on page 321-326 (345-357)

Secretary of State

SPECIAL WARRANTY DEED
COVERING CERTAIN LAND IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
BY
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
TO
MILWAUKEE COUNTY
DATED AUGUST 17, 1964

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DOCUMENT

This indenture, Made this Seventeenty day of August, A.D., 1964, between Chicago and North Western Railway Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, party of the first part, and Milwaukee County, a body corporate of the State of Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration the sum of Seven Million Dollars ($7,000,000.00) to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors, heirs and assigns forever, the real estate, situated in the County of Milwaukee and State of Wisconsin, described in "Exhibit A" attached hereto and made a part hereof, consisting of Thirteen (13) pages, each of which has been identified by the siganture of I. Robert Ballin, Director of Real Estate of Chicago and North Western Railway Company.

Revenue stamps in the sum of $7,7000.00 canceled.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors heirs and assigns FOREVER.

And the said Chicago and North Western Railway Company, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and and every person or persons lawfully claiming the whole or any part thereof, by, through or under said Chicago and North Western Railway Company, party of the first part, and none other, it will forever WARRANT and DEFEND.

In Witness Whereof, the said Chicago and North Western Railway Company, party of the first part, has caused these presents to be signed by C. J. Fitzpatrick, its President, and countersigned by T. A. Ross, its Secretary, at Chicago, Illinois, and its corporate seal to be hereunto affixed, this Seventeenth day of August, A.D., 1964.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY
Corporate Name

SIGNED AND SEALED IN PRESENCE OF

...../s/.V..J..LUISI.....
V. J. Luisi

...../s/.C..J..FITZPATRICK.....
C. J. Fitzpatrick President

COUNTERSIGNED:

...../s/.J..C..WILSON.....
J. C. Wilson

...../s/.T..A..ROSS.....
T. A. Ross

STATE OF ILLINOIS }
COOK COUNTY } ss.

Personally came before, this Seventeenty day of August, A.D., 1964, C. J. FITZPATRICK, President, and T. A. ROSS, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Received for Record this ..... day of
..... A.D., 197..... at .... o'clock...M.
..... (SEAL)
.....
Register of Deeds

...../s/.A..S..FLECK.....
NOTARY PUBLIC

Notary Public, ..Cook..... County,
My Commission expires August 23, A.D., 1966

This instrument was drafted by s/s/ I. Robert Ballin



"EXHIBIT A"
of
Deed dated August 17, 1964
from Chicago and North Western Railway Company, Grantor,
to Milwaukee County, Grantee.

TRACT "A"

Lots One (1) to Seven (7), both inclusidve, in Block One Hundred Sixty-three (163), and

Lots One (1) to Fourteen (14), both inclusive, in Block One Hundred Sixty-two (162), and

Lots One (1) to Seven (7), both inclusive, in Block One Hundred Sixty-one (161), all in Subdivision of Lots One (1) and Two (2) of Section Thirty-three (33), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, together with vacated North Jackson Street lying between said Blocks One Hundred Sixty-two (162) and One Hundred Sixty-three (163), and that part of vacated Beach Street lying between said Blocks One Hundred Sixty-one (161) and One Hundred Sixty-two (162), and including the accretions to and lying easterly of said Block One Hundred Sixty-one (161) and westerly of a straight line drawn from a point in the center of East Polk Street extended easterly which is 331.3 feet easterly of the Easterly line of North Jackson Street to a point which is 661.5 feet easterly from the Easterly line of North Jackson Street and measured along the Northerly line of East Chicago Street extended easterly.

EXCEPTING THEREFROM that portion of Lots Four (4), Five (5), Six (6), and Seven (7) in said Block One Hundred Sixty-one (161), and that part of vacated Beach Street, together with that part of the accretions to and lying easterly of the aforesaid lots, and more particularly described in three (3) Quit Claim Deeds executed by Chicago and North Western Railway Company to Elmer F. Becker, dated April 17, 1950, September 29, 1950, and April 11, 1958, respectively, and recorded as Document Nos. 2946035, 2982360 and 3877470.

ALSO EXCEPTING AND RESERVING THEREFROM, the following: All those parts of Lots One (1) to Six (6), both inclusive, in said Block One Hundred Sixty-three (163), which lie Westerly of a line parallel with and distant Fifteen (15) feet Easterly, measured radially, from the center line of the most Easterly of two side tracks which cross East Corcoran Avenue, East of North Jefferson Street, and which side track is known and identified as I.C.C. Track No. 174 of Federal Valuation Section Wisconsin #3, Chicago and North Western Railway Company, as the same is now located and established over and across said Block One Hundred Sixty-three (163) and East Corcoran Avenue; and all those parts of Lot Seven (7), in said Block One Hundred Sixty-three (163), vacated North Jackson Street lying between said Blocks One Hundred Sixty-two (162) and One Hundred Sixty-three (163), Lots Seven (7) and Eight (8), in said Block One Hundred Sixty-two (162), and vacated Beach Street lying between said Blocks One Hundred Sixty-one (161) and One Hundred Sixty-two (162), all as lie Southerly of a line parallel with and distant Thirty-five (35) feet Northerly, measured at right angles, from the Southerly lines, and the same extended across said North Jackson and Beach Streets, of said Blocks One Hundred Sixty-two (162) and One Hundred Sixty-three (163).

TRACT "B"

Lots One (1) to Ten (10), both inclusive, in Block One Hundred Fifty-nine (159), and

Lots One (1) to Five (5), both inclusive, in Block One Hundred Sixty (160), in Subdivision of Lots One (1) and Two (2) of Section Thirty-three (33), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

Lots One (1) to Nine (9), both inclusive, in Block Eighty-one (81), and

Lots One (1) to Nine (9), both inclusive, in Block Eighty-two (82), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7), Range Twenty-two (22) East, in the City of Milwaukee,

And, including that part of vacated East Corcoran Avenue lying easterly of the East line of North Jackson Street,

And, including that part of vacated East Chicago Street lying easterly of the East line of North Jackson Street,

And, together with the accretions to and lying easterly of the above described premises and westerly of a straight line drawn from a point in the center line of East Polk Street extended easterly which is 331.3 feet easterly of the easterly line of North Jackson Street to a point which is 661.5 feet easterly from the easterly line of North Jackson Street and measured along the northerly line of East Chicago Street.

TRACT "C"

Lots One (1) to Six (6), both inclusive, in Block Eighty (80), and

Lots One (1) to Six (6), both inclusive, in Block Eighty-three (83), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

That part of vacated Beach Street lying between the North line of East Chicago Street and the South line of East Buffalo Street, and

The accretions to and lying easterly of Lots One (1) to Six (6) in said Block Eighty-three (83) and westerly of a line extending from a point in the NOrth line of East Chicago Street, extended easterly, 661.5 feet easterly from the East line of North Jackson Street to a point in the center line of East Wisconsin Avenue, extended easterly, 492 feet easterly from the East line of North Marshall Street.

TRACT "D"

Lots Four (4), Five (5), and Six (6), in Block Seventy-nine (79), in Plat of the Division of Thirteen and Thirty Hundredths acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

TRACT "E"

Lots One (1), Tow (2), and Three (3), in Block Eighty-four (84), in Plat of Milwaukee (on the East Side of the River) in Fractional South West One-quarter (1/4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twentyptwo (22) East, in the City of Milwaukee, and

Lots Three (3) to Ten (10), both inclusive, in Block Eighty-four (84), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

Lots One (1) to Six (6), both inclusive, in Block One Hundred Eleven (111) in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and

That part of vacated Beach Street lying between the North line of East Buffalo Street and the South line of East Detroit Street, and

Vacated East Buffalo Street lying East of the East line of North Van Buren Street, and

The accretions to and lying Easterly of Lots One (1) to Six (6) in said Block One Hundred Eleven (111) and vacated East Buffalo Street and Westerly of a line extending from a point in the NOrth line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet Easterly from the East line of North Jackson Street, to a point in the center line of East Wisconsin Avenue, extended Easterly, 492 feet Easterly of the East line of North Marshall Street.

TRACT "F"

All of Lots One (1), Two (2) and Three (3); and Lots Four (4), Five (5) and Six (6), except the Westerly Forty-six (46) feet thereof; and that part of Lot Eighteen (18) lying Easterly of a straight line extending from the northeast corner to the southwest corner of said Lot Eighteen (18), all in Block Eighty-five (85); and

Lots One (1) to Six (6), both inclusive, in Block One Hundred Ten (110), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; and

That part of vacated Beach Street lying between the North line of East Detroit Street and the South line of East Clybourn Street; and

That part of East Detroit Street, and the same extended Easterly, as lies Easterly of the Easterly line, extended Southerly, of the Westerly Forty-six (46) feet of Lot Six (6) in said Block Eighty-five (85); and

The accretions to and lying easterly of Lots One (1) to Six (6) in said Block One Hundred Ten (110) and East Detroit Street, extended, and westerly of a line extending from a point in the NOrth line of East Chicago Street, extended easterly, Six Hundred Sixtypone and five tenths (661.5) feet easterly from the East line of NOrth Jackson Street to a point in the center line of East Wisconsin Avenue, extended easterly, Four Hundred Ninety-two (492) feet easterly from the East line of North Marshall Street.



TRACT "G"

All of Lots One (1), Two (2), Three (3), and Four (4), in Block One Hundred Nine (109), and

All of Lot One (1), in Block Ninety-nine (99), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the east end of lot three (3) and seventeen and ten hundredths acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and so much of Lots Two (2), Three (3) and Four (4), in said Block Ninety-nine (99), as lies East of a straight line drawn from the Southwest corner of Lot One (1) in said Block Ninety-nine (99) to a point in the South line of Lot Two (2) in said Block Ninety-nine (99), One Hundred Fifty (150) feet East of the Southwest corner of said Lot Two (2), and

All that part of Lots Two (2), Three (3), Four (4), and Nine (9), in said Block Ninety-nine (99) bounded and described as follows: Commencing at the Southeast corner of said Lot 9; thence Southwesterly in a straight line to a point in the South line of said Lot 2, 150 feet East of the Southwest corner thereof; thence West on said South line to a point 10 feet Westerly from, measured at right angles to, said straight line; thence Northeasterly parallel with and 10 feet Westerly from said straight line to a point in the East line of said Lot 9; thence South along the East line of said Lot 9 to the place of beginning, and

All that part of Lot One (1), In Block Ninety-eight (98), in Plat of Milwaukee (on the East Side of the River) in Fractional North West One-quarter (1/4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and that part of Government Lot Two (2), in said Fractional North West One-quarter (1/4) lying South of the center line of East Wisconsin Avenue and said center line extended East, and North of the NOrth line and the extended North line of Lot Four (4) in Block One Hundred Nine (109), in Plat of the Division of Thirteen and Thirty Hundredths (13.30) acres off the East end of Lot Three (3) and Seventeen and Ten Hundredths (17.10) acres off the East end of Lot Four (4) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, and East of the East line of North Marshall Street extended South, and Westerly of a line extending from a point in the North line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet Easterly from the East line of North Jackson Street, to a point in the center of East Wisconsin Avenue, extended Easterly, Four Hundred Ninety-two (492) feet Easterly of the East line of North Marshall Street, and

That part of East Clybourn Street, and the same extended Easterly, as lies Easterly of a line drawn at right angles to the Northerly line of said street, being also the Southerly line of Lot Two (2), in aforesaid Block Ninety-nine (99), at its point of intersection with a line drawn parallel with and distant Ten (10) feet Westerly, measured at right angles, from a line drawn from the Southeasterly corner of Lot Nine (9), said Block Ninety-nine (99), to point in the said Southerly line of Lot Two (2) distant One Hundred Fifty (150) feet Easterly from the Southwesterly corner thereof, and

The accretions to and lying Easterly of Lots One (1) to Four (4), in said Block Ninety-nine (99), and Lots One (1) to Four (4), in said Block One Hundred Nine (109), and East Clybourn Street, extended and Westerly of a line extending from a point in the North line of East Chicago Street, extended Easterly Six Hundred Sixty-one and Five Tenths (661.5) feet Easterly from the East line of North Jackson Street, to a point in the center line of East Wisconsin Avenue, extended Easterly Four Hundred Ninety-two (492) feet Easterly of the East line of North Marshall Street.

TRACT "H"

All that strip, belt or piece of land, of varying width, extending Northeasterly from the extending Northeasterly from the extended center line of East Wisconsin Avenue to the extended center Line of East Juneau Avenue across Fractional Lots One (1) and Two (2) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, and across Block One Hundred Forth-three (143) in the plat of Lot One (1) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, through which said strip, belt, or piece of land the Railway of Chicago and NOrthwestern Railway Company is now located, and

That part of said Fractional Lots One (1) and Two (2) of Section Twentypeight (28), in Township Seven (7) North, Range Twentyptwo (22) East, lying Easterly of the above described strip of land and Westerly of a straight line drawn Southwesterly from a point in the extended center line of East Juneau Avenue, Five Hundred Thirty-seven and Eighteen Hundredths (537.18) feet Easterly measured along said center line of East Juneau Avenue from its intersection with the Southeasterly line of North Prospect Avenue, extended Southerly, to a point in the extended center line of East Kilbourn Avenue, formerly Biddle Street, Five Hundred Fifty-eight and Fifty-eight Hundredths (558.58) feet Easterly measured along the said center line of East Kilbourn Avenue from the intersection of said center line of East Kilbourn Avenue with the East line of North Astor Street, extended South; thence Southwesterly in a straight line to a point in the extended North line of East Mason Street Five Hundred Thirty-five and Two Tenths (535.2) feet Easterly measured along said North line of East Mason Street from the East line of North Marshall Street; thence Southerly in a straight line to a point Four Hundred Ninety-two (492) feet Easterly from the East line of North Marshall Stree, measured along the center line of East Wisconsin Avenue, extended, and

That part of said Fractional Lot Two (2) of Section Twenty-eight (28), in Township Seven (7) North, Range Twenty-two (22) East, described as follows, to-wit: Beginning at a point on the Division Line as fixed and established by a certain agreement dated April 10, 1913 by and between the Chicago and North Western Railway Company, the City of Milwaukee and the Board of Park Commissioners of the City of Milwaukee, and recorded April 23, 1913 as Document No. 762955, said point being 492 feet Easterly from the East line of Marshall Street, measured along the center line of Wisconsin Street extended Easterly, running thence Northerly along said Division Line to a point on the extended North line of Mason Street which point is 535.2 feet Easterly from its intersection with the East line of Marshall Street; thence Northerly along said Division Line 120 feet, thence Southerly to a point on said extended North line of Mason Street 25 feet East from said Division Line, thence Southerly 130 feet to a point 36 feet Easterly from said Division Line measured at right angles thereto, thence Southerly to a point 40 feet Northerly from the produced center line of Wisconsin Street measured along the produced Division Line as established South of said produced center line of Wisconsin Street; thence Southerly 40 feet to the place of beginning.

TRACT "I"

PARCEL 1:

All that part of the accretions to and lying Easterly of Lots One (1) and Two (2), in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, and that part of the North half of East Juneau Avenue, extended Easterly, bounded and described as follows, to-wit: Commencing at a point on the south line of said Section Twenty-one (21), 20 feet Westerly of the center line of the railway of Chicago and North Western Railway Company as it was staked out across said premises on August 19, 1872; running thence Northerly parallel with said center line to a point 182 feet (Measured along a line 20 feet Westerly of and parallel to said center line) Southerly of the Northerly line of Lot 3, in said Block 199; thence Easterly parallel to the extended Northerly line of said Lot 3, 70 feet to a point; thence Southerly parallel to the center line of said railway to a point on the South line of said Section 21; thence West on said South line of Section 21, to the place of beginning.

PARCEL 2:

All that part of Lot Three (3), and the accretions to and lying Easterly of Lots Two (2) and Three (3), in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point in the NOrtheasterly line of said Lot 3, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company; running thence Southwesterly parallel with and 20 feet Northwesterly of said center line 182 feet to a point; thence Southeasterly parallel with the NOrtheasterly and extended Northeasterly line of said Lot 3, 70 feet to a point; thence Northeasterly parallel with and 50 feet Southeasterly of said center line to a point on the extended Northeasterly line of said Lot 3; thence Northwesterly to the place of beginning.

PARCEL 3:

That part of Lots Four (4) and Five (5) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of and parallel with the center line of the main tract of the railway of Chicago and Northwestern Railway Company as originally located and constructed over and across said Lots 4 and 5, the first of said lines extending across said lots on the Northwesterly side of said main tract at a distance of 20 feet from the center line thereof, measured on the Southerly and extended Southerly line of said Lot 4 and the Northerly and extended Northerly line of said Lot 5; and the second of which siad line extending in a Northeasterly and Southwesterly direction on the Southeasterly side of said main track at a distance of 50 feet from the center line thereof measured on the extended Southerly line of said Lot 4 and the extended Northerly line of said Lot 5.

PARCEL 4:

That part of Lot Six (6), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199) in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said Lot 6, 334.65 feet Southeasterly of the East line of N. Prospect Avenue, as now laid out (meausred on saidSouthwesterly line of said Lot 6) and 20 feet Northwesterly from the center line of the main track of the Railway of Chicago and Northwestern Railway Company as it was staked out on August 19, 1872; thence Northeasterly parallel with said center line to a point on the NOrth easterly line of said Lot 6, which is 328.54 feet Southeasterly of the said East line of North Prospect Avenue and 20 feet Northwesterly from said center line; thence Southeasterly on the Northeasterly and extended Northeasterly line of said Lot 5, 70 feet; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said Lot 5; thence Northwesterly 60 feet to the place of beginning.



PARCEL 5:

All that part of Lot Seven (7) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of Lot 7, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company as it was staked out on August 19, 1872; thence Northeasterly parallel with said center line to a point on a line 2 1/2 feet Southwesterly of the Northeasterly line of said Lot 7; thence Southeasterly on a line parallel with and 2 1/2 feet Southwesterly of the Northeasterly line of said Lot 70 feet to a point; thence Southwesterly parallel with and 50 feet Southeasterly of siad center line to a point on the extended Southwesterly line of said Lot 7; thence Northwesterly 70 feet to the place of beginning.

PARCEL 6:

All that part of Lots Seven (7) and Eight (8) and the accretions to and lying Easterly thereof in Block One Hundred Ninety-nine (199) in Rogers' Additinn into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company on a line parallel with and 2 1/2 feet Southwesterly of the Northeasterly line of said Lot 7; thence Northeasterly on a line parallel with said center line to a point on a line parallel with and 2 feet Southwesterly of the Northeasterly line of said Lot 8; thence Southeasterly on said line parallel with and 2 feet Southwesterly of the Northeasterly line of said Lot 8, 75 feet to a point; thence Southwesterly on a line parallel with and 55 feet Southeasterly of said center line to a point on a line parallel with and 2 1/2 feet Southwesterly of the extended Northeasterly line of siad Lot 7; thence Northwesterly 75 feet to the place of beginning.

PARCEL 7:

1 All that part of Lot Nine (9) and the Northeasterly Two (2) feet of Lot Eight (8), in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies Southeasterly of a line running Northeasterly and Southwesterly across said Lot 9 and the Northeasterly 2 feet of said Lot 8 as follows: Commencing at a point on the Southwesterly line of said Northeasterly 2 feet of said Lot 8, 20 feet Northwesterly measured on said Southwesterly line from the center line of the main track of the Chicago and Northwestern Railway Company and 316.16 feet Southeasterly from the East line of North Prospect Avenue, as now laid out, measured on said Southwesterly line of said Northeasterly 2 feet of said Lot 8 and running thence Northeasterly across said Northeasterly 2 feet of said Lot 8 and across said Lot 9 parallel with and 20 feet distant from the center line of said main track to a point in the Northeasterly line of said Lot 9, 20 feet Northwesterly from the center line of said main track and 310.16 feet Southeasterly from the East line of said North Prospect Avenue, measured on the Northeasterly line of said Lot 9.

PARCEL 8:

All that part of Lot Ten (10) and the accretions to and lying Easterly thereof, in Bock One Hundred ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-One (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing on the Southwesterly line of said Lot 10 at a point which is 310.16 feet Southeasterly of the Easterly line of North Prospect Avenue, as now laid out (measured on the Southwesterly line of said Lot 10) and 20 feet Northwesterly from the center line of the railway track of Chicago and Northwestern Railway Company as it was staked out across said Lot 10 on August 19, 1872; thence Northeasterly parallel with the center line of said railway track to a point on the Northeasterly line of said Lot 10, 304.25 Southeasterly of the Easterly line of North Prospect Avenue and 20 feet Northwesterly of the center line of said railway track (measured on said Northeasterly line of said Lot 10); thence Southeasterly on said Northeasterly line of said Lot 10, 75 feet; thence Southwesterly parallel with the center line fo said track to the extended Southwesterly line of said Lot 10; thence Northwesterly 75 feet to the place of beginning.

PARCEL 9:

All that part of Lot Six (6) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198) and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogers Addition to the City of Milwaukee, in the Fractional South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each sie of the center line of the main track of the railway of the Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 6) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 6 produced into Lake Michigan).

PARCEL 10:

All that part of Lot Seven (7) and the accretions to and lying Easterly thereof, in Block One Hundeed Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198), and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogerst Addition to the City of Milwaukee in Fractional South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of the Chicago and Nortwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 7) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said Lot 7).

PARCEL 11:

All that part of Lot Eight (8) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Ronalds Subdivision of Lot Seven (7), Block One Hundred Ninety-eight (198) and Lot Eleven (11), Block One Hundred Ninety-nine (199), in Rogers Addition to the City of Milwaukee, in Fractional South East One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point in the Southwesterly line of said Lot 8, 20 feet Northwesterly of the center line of the railway of Chicago and Northwstern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of said lot; thence Southeasterly of the Northeasterly line of said lot, 75 feet to a point; thence Southwesterly parallel to said center line to a point on the Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 12:

All that part of the Southwesterly One-half (1/2) of Lot Twelve (12) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Sven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said Lot 12, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of the Southwesterly 1/2 of said Lot 12; thence Southeasterly on the Northeasterly line of the Southwesterly 1/2 of said lot, 75 feet to a point; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 13:

All that part of the Noreasterly One-half (1/2) of Lot Twelve (12) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company, the first of which lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of the Northeasterly 1/2 of said Lot 12) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said Northeasterly 1/2 of said Lot 12).



PARCEL 14:

All that part of Lot Thirteen (13) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main tract of the railway of the Chicago and Northwestern Railway Company, the first of which lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 13) and the second of which said lines is 55 feet Southwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Lot 13 produced into Lake Michigan).

PARCEL 15:

That part of Lot Fourteen (14) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly from the center line of the main track of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel to and 20 feet Northwesterly of said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 14, 75 feet to a point; thence Southwesterly parallel to and 55 feet Southeasterly of said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 16:

All that part of the Southwesterly One-half (1/2) of Lot Fifteen (15) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said Southwesterly 1/2 of said Lot 15) and the second of which said lines is 55 feet Southeasterly of and parallel to said center line (measured on said Northeasterly and Southwesterly lines of the Southwesterly 1/2 of Lot 15 produced into Lake Michigan).

PARCEL 17:

All that part of the Northeasterly One-half (1/2) of Lot Fifteen (15) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of the Northeasterly 1/2 of said Lot 15, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company as it was staked out across said lot on August 19, 1872; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot 75 feet to a point; thence Southwesterly parallel with and 55 feet Southeasterly of said center line to a point on the extended Southwesterly line of the Northeasterly 1/2 of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 18:

All that part of Lot Sixteen (16) and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly from the center line of the main track of railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel to said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 16, 75 feet to a point; thence Southwesterly parallel with and 55 feet Southeasterly of said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 75 feet to the place of beginning.

PARCEL 19:

All that part of Lot Seventeen (17), and accretions to and lying Easterly, thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly

line of said lot, 20 feet Northwesterly from the center line of the main track of the Railway of the Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot, 80 feet to a point; thence Southwesterly parallel with and 60 feet Southeasterly of said center line to a point on the Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 20:

All that part of Lot Eighteen (18), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the railway of Chicago and Northwestern Railway Company as said railway was staked out and located on August 19, 1872; the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said lot) and the second of which said lines is 60 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said lot).

PARCEL 21:

All that part of Lot Nineteen (19), and the accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies between lines of equal length on each side of the center line of the main track of the Railway of the Chicago and Northwestern Railway Company, the first of which said lines is 20 feet Northwesterly of and parallel to said center line (measured on the Northeasterly and Southwesterly lines of said lot) and the second of which said lines is 60 feet Southeasterly of and parallel to said center line (measured on the extended Northeasterly and Southwesterly lines of said lot).

PARCEL 22:

All that part of Lot Twenty )20), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwakee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on the Northeasterly line of said lot, 80 feet to a point; thence Southwesterly parallel to said center line to a point on the extended Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 23:

All that part of Lot Twenty-one (21), and accretions to and lying Easterly thereof, in Block One Hundred Ninety-nine (199), in Rogers' Addition into Town Lots of Fractional Lots Seven (7) and Eight (8) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said lot, 20 feet Northwesterly of the center line of the railway of Chicago and Northwestern Railway Company; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said lot; thence Southeasterly on said Northeasterly line of Lot 21, 80 feet to a point; thence Southwesterly parallel with said center line to a point in the extended Southwesterly line of said lot; thence Northwesterly 80 feet to the place of beginning.

PARCEL 24:

All that part of Lots Twenty-two (22) and Twenty-three (23), and accretions to and lying Easterly thereof, in Block Two Hundred Thirty-two (232), in Continuation of A. L. Kane's Subdivision being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238), of A. L. Kane's Subdivision of Lots Sixteen (16) and Seventeen (17), in Block Two Hundred Twenty two (222), Lot Nine (9), in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2, of Lot Twenty-two (22) in Block One Hundred Ninety-nine (199), in Rogers' Addition, and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at a point on the Southwesterly line of said Lot 23, 20 feet Northwesterly of the center line of the main track of the railway of Chicago and Northwestern Railway Company as staked out on August 19, 1972; thence Northeasterly parallel with said center line to a point on the Northeasterly line of said Lot 22; thence Southeasterly along the Northeasterly line of Lot 22, 120 feet to a point; thence Southwesterly parallel with said center line to a point on the Southwesterly line of said Lot 23; thence Northwesterly 120 feet to the place of beginning.



PARCEL 25:

All that part of Lots Nineteen (19), Twenty (20), and Twenty-one (21), and accretions to and lying Easterly thereof, in Block Two Hundred Thirty-two (232), in Continuation of A. L. Kane's Subdivision, being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238) of A. L. Kane's Subdivision, of Lots Sixteen (16) and Seventeen (17) in Block Two Hundred Twenty-two (222), Lot Nine (9) in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237) in Cambridge Subdivision No. 1 and 2 of Lot Twenty-two (22), in Block One Hundred Ninety-nine (199), in Rogers' Addition, and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, more particularly described as follows, to-wit: A strip of land 120 feet wide extending in a Northerly direction across said lots, through which said strip of land the center line of the railway of Chicago and Northwestern Railway Company is located so as to leave 20 feet West thereof and 100 feet East thereof.

PARCEL 26:

All that part of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, lying Easterly of Parcels 1 to 25 inclusive, above-described and Westerly of a line commencing at a point on the Southwesterly line of Block 232 in said Continuation of A. L. Kane's Subdivision, extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue; thence North 41° 43' East 537.31 feet to a point, and also commencing at the aforesaid point on the Southwesterly line of said Block 232; thence Southwesterly in a straight line 668.84 feet to a point 383.4 feet Southeasterly at right angles from the Southeasterly line of North Prospect Avenue; thence Southwesterly in a straight line to a point in the extended Southwesterly line of Lot 8, in Block 199, in said Rogers' Addition 402.45 feet Southeasterly of the Southeasterly line of North Prospect Avenue, measured along said lot line; thence Southwesterly in a straight line to a point in the extended center line of East Juneau Avenue 537.18 feet Easterly, measured along said center line of East Juneau Avenue from its intersection with the Southeasterly line of North Prospect Avenue extended Southerly.

TRACT "J"

PARCEL 1:

All of Lots Nine (9) and Ten (10), and the accretions to and lying Easterly thereof, in Block Two Hundred Thirty-eight (238), in Continuation of A. L. Kane's Subdivision, being Replatting and Resubdivision of Blocks Two Hundred Twenty-two (222), Two Hundred Twenty-nine (229), Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), Two Hundred Thirty-five (235), Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), and Two Hundred Thirty-eight (238) of A. L. Kane's Subdivision, of Lots Sixteen (16) and Seventeen (17) in Block Two Hundred Twenty-two (222), Lot Nine (9) in Block Two Hundred Twenty-nine (229), Blocks Two Hundred Thirty-five (235), Two Hundred Thirty six (236), Two Hundred Thirty Seven (237) in Cambridge Subdivision No. 1 and 2, of Lot Twenty-two (22) in Block One Hundred Ninety-nine (199) in Rogers Addition and of a part of Lot Six (6) in Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part thereof conveyed August 8, 1927 to A. C. Swallow by Quit Claim Deed recorded as Document No. 1575329; and excepting therefrom that part thereof conveyed August 8, 1947 to Jacob Meister and wife, by Quit Claim Deed recorded as Document No. 2747176.

PARCEL 2:

All that part of Government Lot Two (2) and the accretions to and lying Easterly and Southerly thereof, in Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, lying South of the South line of Block 9 in Glidden and Lockwood's Addition and West of a line commencing at a point on the South line of Block 232 of Continuation of A. L. Kane's Subdivision extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue, running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; excepting therefrom that part thereof conveyed August 8, 1927 to A. C. Swallow by Quit Claim Deed recorded as Document No. 1575329.

PARCEL 3:

all of Lots One (1) to Eleven (11), both inclusive, and the accretions to and lying Easterly thereof, in Block Nine (9), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; excepting therefrom that part of said Lots 1 and 2 conveyed on August 8, 1947 to Jacob Meister and wife by Quit Claim Deed recorded as Document No. 2747176; and excepting therefrom that part

of said premises lying Easterly of a line commencing at a point on the South line of Block 232 of Continuation of A. L. Kane's Subdivision extended Easterly and 461.17 feet Easterly of the Easterly line of North Prospect Avenue; running thence North 41° 43' East 537.31 feet to a point; thence North 39° 52' East 415.68 feet to a point; thence North 30° 16' East 194.78 feet to a point; thence North 27° 11' East 114.60 feet to a point; thence North 15° 42' East 333.10 feet to a point in the Southerly line of East Lafayette Place, which is 23.4 feet West of the Northwest corner of Lot 12 in Block 9 in said Glidden and Lockwood's Addition

TRACT "K"

PARCEL 1:

All of Lots Nine (9) and Ten (10), in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part of said Lots Nine (9) and Ten (10), bounded and described as follows: Beginning at a point in the Southwesterly line of said Lot 10, which is 97.5 feet Southeasterly from the Southwesterly corner of said lot; thence Northwesterly in a straight line to a point in the Northeasterly line of said lot, which is 57.5 feet Southeasterly from the Northwesterly corner of said Lot; thence Northeasterly and parallel to the Easterly line of North Prospect Avenue 18 feet to a point; thence Northwesterly in a straight line to the Northwesterly corner of said Lot 9; thence Southwesterly along the Westerly line of said Lots 9 and 10, 120 feet to the Southwesterly corner of said Lot 10; thence Southeasterly 97.5 feet to the place of beginning.

PARCEL 2:

All of Lots Six (6), Seven (7), and Eight (8), and the Southwesterly One-half (1/2) of vacated Windsor Place, in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting from said lots and said vacated street that part thereof which lies Easterly of a line drawn parallel with and 40 feet distant at right angles Easterly from the center line of the most Easterly main track of the Chicago and Northwestern Company.

PARCEL 3:

All that part of Lot Four (4), in Block Twenty (20), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, bounded and described as follows, to-wit: Commencing at the Southeasterly corner of said Lot 4; thence Northeasterly along the Easterly line of said lot, 60 feet to the Northeasterly corner thereof; thence Northwesterly along the Northerly line of said lot, 50 feet to a point; thence Southerly in a straight line to the place of beginning.

PARCEL 4:

All of Lot Five (5), in Block Twenty (20), and vacated Windsor Place lying between said Lot Five (5), in Block Twenty (20) and Lot One (1), in Block Nineteen (19), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), In Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee; excepting from said lot and vacated street the following: Commencing at the most Westerly corner of said Lot 5, thence Northeasterly along the Northwesterly line of said Lot 5 and said line extended across said vacated Windsor Place 110 feet to a point; thence Southeasterly parallel with the Southwesterly line of said vacated street 3 feet; thence Southerly to a point in the Northeasterly line of said Lot 5, 55 feet Southeasterly from the most Northerly corner of said lot; thence Southerly to a point in the Southwesterly line of said lot, 80 feet Southeasterly from the most Westerly corner thereof; thence Northwesterly along the Southwesterly line of said lot, 80 feet to the place of beginning; and also excepting from said vacated Windsor Place that part thereof lying Easterly of a line drawn parallel with and 38 feet distant at right angles Easterly from the center line of the Easterly main track of the Chicago and Northwestern Railway Company.

PARCEL 5:

All of Lots One (1), Two (2), Three (3) and Ten (10) in Block Nineteen (19), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, and the North Half of vacated East Windsor Place lying adjacent thereto, in the City of Milwaukee; excepting therefrom that part of said lots and vacated Windsor Place lying Easterly of a line drawn parallel with and distant 38 feet Easterly at right angles from the Easterly main track of the Chicago and North Western Railway Company.

TRACT "L"

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and the Northeasterly One-half (1/2) of Lot Ten (10), in Block Twenty-five (25), Block Twenty-six (26), and vacated Woodstock Place lying between said Blocks Twenty-five (25) and Twenty-six (26), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, excepting therefrom that part of said Lots 4, 5, and 6, bounded and described as follows: Commencing at the most Westerly corner of said Lot 4, in Block 25; thence Northeasterly along the Easterly line of North Farwell Avenue 92.4 feet; thence Southeasterly to the most Easterly corner of Lot 3 in said Block 25; thence Northwesterly 150 feet to the place of beginning; also, excepting that part of Lot 9 and the Northeasterly 1/2 of Lot 10, in said Block 25, which lies Westerly of a straight line drawn from the most Northerly corner of said Lot 9 to a point in the Southwesterly line of the Northeasterly 1/2 of said Lot 10, 40 feet Northwesterly from the most Southerly corner of the Northeasterly 1/2 of said Lot 10; also excepting a strip of land 4 feet wide off the Southwesterly side of the Northeasterly 1/2 of said Lot 10 extending from North Prospect Avenue to the Easterly line of the tract last above excepted; also, excepting all thatpart of said Blocks 25 and 26 and Vacated Woodstock Place lying Northeasterly of a line commencing at a point on the Westerly line of North Prospect Avenue that is 105 feet South 35° West from the intersection of the center line of Woodstock Place (vacated) and the Westerly line of North Prospect Avenue, as platted; thence North 55° West 25 feet to a point; thence North 12° 42' West 19 feet to a point; thence North 19° 08' West 90.10 feet to a point; thence North 29° 17' 30" West 176.45 feet to a point; thence North 60° 41' 30" East 13.05 feet to a point; thence North 29° 17' 30" West 22.26 feet to a point; thence North 35° 45' West 14.38 feet to a point in the Easterly line of North Farwell Avenue.

TRACT "M"

Lots One (1), Two (2), Three (3), Five (5), Six (6), Seven (7), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block Thirty (30), in Glidden and Lockwood's Addition of Lots One (1) and Two (2) of Fractional Section Twenty-two (22), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, including the Northeasterly One-half (1/2) of vacated Woodstock Place adjoining said Block Thirty (30); excepting the West 40 feet of Block 30, as platted, lying within the limits of North Oakland Avenue; and excepting from said Lots 1, 2, and 3, and the said Northeasterly 1/2 of vacated Woodstock Place that part thereof which lies Southwesterly of a line drawn parallel with and distant 50 feet Southwesterly at right angles from the center line of the most Southwesterly, or so called Freight track of the Chicago and Northwestern Railway Company; and excepting that part of said Lot 5 which lies Northerly of a line drawn at right angles to the Easterly line of said Lot 5 and 50 feet from the Southeasterly corner thereof; and excepting that part of said Lots 6 and 7 which lies Northeasterly of a straight line drawn from a point in the Northwesterly line of said Lot 6 which is 100 feet Southwesterly from its most Northerly corner to the most Southerly corner of said Lot 7; and excepting that part of said Lot 13 bounded and described as follows: Commencing at the most Easterly corner of said Lot 13, thence Southwesterly on the Southeasterly line of said lot, 55 feet to a point, thence Northerly on a straight line to the most Northerly corner of said lot, thence Southeasterly on the Northeasterly line of said lot, 150 feet to the place of beginning.

TRACT "N"

All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), in Block Two Hundred Twenty (220), in A. L. Kane's Subdivision into City Lots of a part of the North East Fractional One-quarter (1/4) of Section Twenty-one (21), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, which lies North and East of a line drawn parallel to the center line of the railway of Chicago and Northwestern Railway Company and distant Forty (40) feet Southwestwardly therefrom.

TRACT "O"

PARCEL 1:

Lots Thirteen (13), Fourteen (14), and Fifteen (15), in Block Two Hundred Twenty (220), in Walworth's Subdivision of the East Nine Hundred Seventy-seven (977) feet of Lots Fifteen (15) and Sixteen (16) in the South East One-quarter (1/4) of Section Sixteen (16), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee.

PARCEL 2:

A strip, belt or parcel of land One Hundred (100) feet wide extending across the following described tract of land, viz: Fractional Lot Sixteen (16) of Section Sixteen (16), in Township Seven (7) North, Range Twenty-two (22) East, in the City of Milwaukee, through the center of which said strip of land, the center line of the railroad of Chicago and Northwestern Railway Company is now located so as to leave one-half (1/2) in width on each side of said center line; except that part thereof lying West of the East line of North Bartlett Avenue as platted in said Walworth's Subdivision.

STATE OF WISCONSIN } ss.
Department of State
Received this 1st day of Aug A.D. 1944 at 2 o'clock P.M. and recorded in Vol. 47 of ERM on page 382-400 (358-365)
Secretary of State

United States of America

STATE OF MINNESOTA

DEPARTMENT OF STATE

I, Joseph L. Donovan, Secretary of State of the State of Minnesota, do hereby certify that I have compared the annexed copy with record of the original - instrument - in my office of Certificate of Incorporation #J 782 issued to Duluth, South Shore and Atlantic Railroad Company, as recorded in this office on the 19th day of October, 1949; Articles of Incorporation as filed on the 19th day of October, 1949 and recorded in Book E-10 of Incorporations at page 169; an Amendment thereto as filed on the 29th day of December, 1960; Certificate of Consolidation by Merger on the 30th day of December, 1960; and a further Amendment on the 30th day of December, 1960 whereby the name was changed to Soo Line Railroad Company - - - -

and that said copy is a true and correct transcrip of said - instrument - and of the whole thereof _____

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol in St. Paul, this 14th day of August A. D., 1964

(SEAL)

/s/ JOSEPH L. DONOVAN
Secretary of State

DULUTH, SOUTH SHORE AND ATLANTIC
RAILROAD COMPANY

ARTICLES OF INCORPORATION

Filed October 19, 1949

ARTICLES OF INCORPORATION
OF
DULUTH, SOUTH SHORE AND ATLANTIC
RAILROAD COMPANY

We, the undersigned, being of full age, for the purpose of forming a corporation under and pursuant to the provisions of the Minnesota Business Corporation Act, being Chapter 300 of the Laws of Minnesota, 1933, and any laws amendatory thereof or supplementary thereto, do hereby associate ourselves as a body corporate and adopt the following articles of incorporation:

ARTICLE I

The name of this corporation is DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY.

ARTICLE II

Its purposes are to conduct, engage in, and carry on the general business of transporting passengers, freight, mail, express, and baggage for hire by land, air, and water within or without the territorial limits of the United States of America.

In furtherance and not in limitation of the general powers conferred by the laws of the State of Minnesota and by the principles of the common law upon corporation organized for the aforesaid purposes, this corporation shall have power to purchase, construct, lease, charter, or otherwise manage or control, sell, exchange, lease, mortgage, pledge, or otherwise dispose of property of any kind or character, real, personal, or mixed, tangible or intangible, necessary, useful, or convenient therefor; and to acquire, hold, mortgage, pledge, or dispose of the shares, bonds, securities, and other eivdences of indebtedness of the United States of America or any state or municipallty therein or of any domestic or foregin corporation.

ARTICLE III

Its duration shall be perpetual.



ARTICLE IV

The location and post office address of its registered office in the State of Minnesota is First National-Soo Line Building, Minneapolis, Minnesota.

ARTICLE V

The total authorized number of shares is two hundred ten thousand (210,000) shares without par value.

ARTICLE VI

All of the authorized shares shall be of a single class, designated as common shares, and each such share shall be equal in all respects to every other share.

Each share shall be entitled to one vote on any matter submitted to a vote of the shareholders; but if notice in writing is given by any shareholder to the president or the secretary of the corporation, not less than twenty-four hours before the time fixed for holding a meeting of the shareholders for the election of directors, that he intends to cumulate his votes in such election, each shareholder shall have the right to multiply the number of votes to which he may be entitled by the number of directors to be elected and may cast all such votes for one candidate or distribute them among any two or more candidates.

ARTICLE VII

The amount of stated capital with which this corporation will begin business is One Thousand Dollars ($1,000).

ARTICLE VIII

The name and post office address of each of the incorporators is:

| Name | Post Office Address |
|---|---|
| Henry S. Mitchell | First National-Soo Line Building<br>Minneapolis 2, Minnesota |
| Ray Garrett | 11 South LaSalle Street<br>Chicago, Illinois |
| Robert Diller | 11 South LaSalle Street<br>Chicago, Illinois |

ARTICLE IX

The names and post office addresses and terms of office of the first directors are:

| Name | Post Office Address | Term |
|---|---|---|
| Henry S. Mitchell | First National-Soo Line Bldg.<br>Minneapolis 2, Minnesota | As provided in Article X hereof |
| Leonard H. Murray | First National-Soo Line Bldg.<br>Minneapolis 2, Minnesota | |
| Marian A. Amos | First National-Soo Line Bldg.<br>Minnespolis 2, Minnesota | |
| Fannie C. Givens | First National-Soo Line Bldg.<br>Minneapolis 2, Minnesota | |
| John R. Goetz | Northwestern Bank Building<br>Minneapolis 2, Minnesota | |
| Frederick W. Thomas | Northwestern Bank Building<br>Minneapolis 2, Minnesota | |
| Sheffield West | Northwestern Bank Building<br>Minneapolis 2, Minnesota | |
| Ray Garrett | 11 South LaSalle Street<br>Chicago 3, Illinois | |
| Robert Diller | 11 South LaSalle Street<br>Chicago 3, Illinois | |

ARTICLE X

(a) The business of the corporation shall be managed by a board of directors, who shall be nine in number except as provided in paragraph (b) of this Article X. The directors named in Article IX hereof shall constitute the first board of directors of the corporation and shall hold their respective offices until;the first annual meeting of shareholders, at which time, and at each annual meeting of shareholders thereafter, nine members of the board of directors shall be elected by the shareholders for a term of one year and shall hold office until their respective successors are elected and qualified. When the annual meeting is not held, or the aforesaid nine directors are not elected at an annual meeting, such directors may be elected at a special meeting of shareholders held for that purpose. Vacancies in the aforesaid nine positions on the board may be filled by the remaining members of the board, excluding members elected or appointed pursuant to paragraph (b) of this Article X, and each director so elected shall hold office until his successor is elected by the shareholders at the

next annual meeting of the shareholders or at a special meeting of shareholders held for that purpose.

(b) While any of the corporation's First Mortgage Bonds, issued under its First Mortgage, dated as of January 1, 1949, to Central Hanover Bank and Trust Company, Trustee, shall be OUtstanding Bonds (as hereinafter defined), whenever, in the calendar year 1952 or any subsequent calandar year, the corporation shall have failed, with respect to each of the next three preceding calendar years, to pay or make available for payment interest (exclusive of accumulations of contingent interest) on all Outstanding Bonds at the full rate specified therein without regard to the amount of Available Net Income of the corporation (as defined in said First Mortgage) applicable to the payment of interest, the holders of such of said Outstanding Bonds as are then Publicly Held (as hereinafter defined) shall have the right to elect two members of the board of directors, who shall be additional to the nine directors provided for in paragraph (a) of this Article X, and upon the election of such additioal directors and until the first date thereafter on which interest on all Outstanding Bonds (exclusive of accumulations of contingent interest), at the full rate specified therein without regard to the amount of Available Net Income of the corporation applicable to the payment of such interest, shall have been paid or made available for payment with respect to a subsequent calandar year, or until there shall cease to be any Outstanding Bonds that are Publicly Held, whichever event shall first occur, the business of the corporation shall be managed by a board of eleven directors. Whenever the holders of Outstanding Bonds that are Publicly Held shall become entitled to hold an election as aforesaid, a meeting of such holders shall be held for that purpose not later than the next succeeding July 1, at which, and annually thereafter at special meetings of such holders to be held for the purpose on July 1 (or, if July 1 be a legal holiday, on the next full business day thereafter ), the holders of a majority in principal amount of the Outstanding Bonds that are Publicly Held, present in person or by proxy, shall be entitled to elect such additional directors for a term of one year, who shall hold office until their respective successors are elected and qualified. The record date for the purpose of ascertaining the holders of Outstanding Bonds entitled to vote at each such meeting shall be the next preceding May 1. The call, notice, organization, conduct, record, and payment of the expenses of all such meetings, and the qualifications of bondholders entitled to vote, the number of votes per Outstanding Bond, and the manner of voting at such meetings shall, except as otherwise provided in this paragraph (b), be governed by the applicable provisions of Articles XIII, XIV, and XV of the aforesaid First Mortgage. The trustee under said First Mortgage may appoint a member of the board to fill any vacancy in the members elected by the holders of Outstanding Bonds that are Publicly Held, and each director so appointed shall serve for the remainder of the term and until his successor is elected and qualified. This paragraph (b) is subject to the proviso that, if its terms become operative under the prescribed conditions and thereafter interest on the Outstanding Bonds is paid or made available for payment as aforesaid or there shall cease to be any Outstanding Bonds that are Publicly Held, whichever event shall first occur, the privileges of the holders of such Bonds under this paragraph (b) shall then cease and the term of any director who may be holding office by virtue of said paragraph shall expire, but the terms of this paragraph (b) shall again become operative if and whenever the prescribed conditions therefor shall recur. "Outstanding Bonds" as used in this paragraph (b), shall mean, as of any particular date, all of the aforesaid First Mortgage Bonds except:

(a) Bonds theretofore cancelled by the Trustee under said First Mortgage or delivered to said Trustee for cancellation;

(b) Bonds for the payment, purchase, or redemption of which moneys in the necessary amounts shall have been deposited in trust with said Trustee, provided that if such Bonds are to be redeemed due notice of such redemption shall have been given or provision satisfactory to said Trustee shall have been made for giving such notice;

(c) Lost, stolen, destroyed, or mutilated Bonds in lieu of or in substitution for which other Bonds shall have been duly authenticated and delivered; and

(d) Bonds then owned by the corporation, other than Bonds pledged by it.

"Publicly Held," as used in this paragraph (b) with reference to Outstanding Bonds, shall mean, as of any particular date, all Outstanding Bonds, except those then held by or for the account of Canadian Pacific Railway Company or any corporation then directly or indirectly controlled by it, if Duluth, South Shore and Atlantic Railroad Company is then controlled directly or indirectly by Canadian Pacific Railway Company, and the control referred to herein means the right to vote a majority of the outstanding shares of capital stock having general voting rights.

ARTICLE XI

The board of directors shall have authority:

(a) To make and alter by-laws for the government of the corporation, the conduct of its affairs, the management of its property and business, and the transfer of its shares, subject to the following limitations:

(1) The shareholders shall have power to change or repeal such by-laws at any time, except as provided in clauses (3) and (4) of this paragraph (a) of Article XI;



(2) The board of directors shall not alter, amend or repeal any by-law fixing their number, qualifications, classifications, or terms of office;

(3) Neither the shareholders nor the board of directors shall alter, amend, or repeal the provision of the by-laws requiring that, if there shall be an executive committee of the board of directors and if the provisions of paragraph (b) of Article X hereof shall have become operative, one of the directors elected or appointed pursuant to said paragraph shall be ex officio a member of said committee;

(4) Neither the shareholders nor the board of directors shall alter, amend or repeal the provisions of the by-laws relating to amendments thereof;

(b) To accept or reject any subscription for shares of the corporation that is made after the incorporation of the corporation.

ARTICLE XII

Any amendment of the articles of incorporation shall be adopted only if it receives either

(1) The affirmative vote of the holders of not less than two-thirds of the outstanding shares; or

(2) The affirmative vote of the holders of not less than a majority of outstanding shares, if the amendment does not receive the negative vote of the holders of more than one-fourth of the outstanding shares.

Whenever there shall be any Outstanding Bonds that are Publicly Held, as defined in paragraph (b) of Article X hereof, the provisions of said Article X shall not be subject to amendment. The affirmative vote of the holders of not less than two-thirds of the outstanding shares shall be required for the adoption of any resolution reducing the stated capital of the corporation, or for the adoption of any agreement for the consolidation or merger of the corporation with one or more other corporations, or for the authorization of any sale, lease, exchange, or other disposition of all or substantially all of the property and assets of the corporation, including its good will.

ARTICLE XIII

The corporation shall not be subject to the provisions of Section 54 of the Minnesota Business Corporation Act relating to compromise arrangements between a corporation and its creditors or shareholders of any class or classes thereof.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 18th day of October, 1949.

HENRY S. MITCHELL (SEAL)
RAY GARRETT (SEAL)
ROBERT DILLER (SEAL)

in the presence of:
P. L. SOLETHER
MARIAN A. AMOS

STATE OF MINNESOTA )
) SS.
COUNTY OF HENNEPIN )

On this 18th day of October, 1949, personally appeared before me HENRY S. MITCHELL, RAY GARRETT, and ROBERT DILLER to me known to be the persons named in and who executed the foregoing Articles of Incorporation and acknowledged that they were persons of full age and that they executed said Articles of Incorporation as their own free act and deed for the uses and purposes therein expressed.

/s/ LEONARD H. MURRAY
LEONARD H. MURRAY, Notary Public,
Hennepin County, Minn.

My Commission Expires March 15, 1953.

(NOTARIAL SEAL)

STATE OF MINNESOTA
DEPARTMENT OF STATE

I hereby certify that the within instrument was filed for record in this office on the 19 day of Oct. A. D. 1949, at 10 o'clock A. M., and was duly recorded in Book E-10 of Incorporations, on page 169.

MIKE HOLM
Secretary of State

( THE GREAT SEAL )
( OF THE STATE OF )
( MINNESOTA )
( 1858 )

STATE OF MINNESOTA
DEPARTMENT OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, Articles of Incorporation, duly signed and acknowledged under oath, have been filed for record in the office of the Secretary of State, on the nineteenty day of October, A.D. 1949 for the incorporation of DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY under and in accordance with the provisions of the Minnesota Business Corporation Act, Chapter 300 of the Laws of Minnesota for 1933, and all acts amendatory thereof;

NOW, THEREFORE, I, MIKE HOLM, Secretary of State of the State of Minnesota, by virtue of the powers and duties vested in me by law, do hereby certify that the said DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY is a legally organized Corporation under the laws of this State.

Witness my official signature hereunto subscribed and the Great Seal of the State of Minnesotalhereunto affixed this nineteenty day of October in the year of our Lord one thousand nine hundred and forty-nine.

| |
|---|
| ( THE GREAT SEAL ) |
| ( OF THE STATE OF ) |
| ( MINNESOTA ) |
| ( 1858 ) |

MIKE HOLM
SECRETARY OF STATE

CERTIFICATE
OF
ARTICLES OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
DULUTH, SOUTH SHORE AND ATLANTIC
RAILROAD COMPANY

We, the undersigned, Leonard H. Murray and Thomas M. Beckley, respectively the president and secretary of Duluth, South Shore and Atlantic Railroad Company, a corporation organized under or subject to the provisions of Chapter 301, Minnesota Statutes, known as the Minnesota Business Corporation Act, do hereby certify that all the holders of shares, entitled to notice of a meeting to vote on an amendment to the articles of incorporation, signed a writing, filed with the corporation, authorizing an amendment of the articles of incorporation of Duluth, South Shore and Atlantic Railroad Company, amending Articles V, VI, X, XI and XII to read as follows:

ARTICLE V

The total authorized number of shares is One Million Four Hundred Thousand (1,400,000) shares without par value.

ARTICLE VI

All of the authorized shares shall be of a single class, designated as common shares, and each such share shall be equal in all respects to every other share.

Each share shall be entitled to one vote on any matter submitted to a vote of the shareholders; but if notice in writing is given by any shareholder to the president or the secretary of the corporation, not less than twenty-four hours before the time fixed for holding a meeting of the shareholders for the election of directors that he intends to accumulate his votes in such election, each shareholder shall have the right to multiply the number of votes to which he may be entitled by the number of directors to be elected and may cast all such votes for one candidate or distribute them among any two or more candidates.

No holder of shares of the corporation shall have any pre-emptive or preferential right to purchase or subscribe for any shares of the corporation, whether now or hereafter authorized, or any obligations convertible into shares of the corporation, other than such, if any, as the board of directors may from to time determine.

ARTICLE X

The number, qualifications, term of office, manner of election, time and place of meetings, and the powers and duties of the directors of the corporation shall be prescribed by the by-laws except as otherwise provided by law or the articles of incorporation.



ARTICLE XI

The board of directors shall have authority:

(a) to make and alter by-laws for the government of the corporation, the conduct of its affairs, the management of its property and business, and the transfer of its shares, but the shareholders shall have power to change or repeal such by-laws at any time; and

(b) to accept or reject any subscription for shares of the corporation that is made after the incorporation of the corporation.

ARTICLE XIII

Any amendment of the articles of incorporation shall be adopted only if it receives either (1) the affirmative vote of the holders of not less than two thirds of the outstanding shares, or (2) the affirmative vote of the holders of not less than a majority of the outstanding shares if the amendment does not receive the negative vote of the holders of more than one fourth of the outstanding shares.

The affirmative vote of the holders of not less than two thirds of the outstanding shares shall be required for the adoption of any resolution reducing the stated capital of the corporation, or for the adoption of any agreement for the consolidation or merger of the corporation with one or more other corporations, or for the authorization of any sale, lease, exchange or other disposition of all or substantially all of the property and assets of the corporation, including its good will.

IN WITNESS WHEREOF, we have subscribed our names and caused the corporate seal of said corporation to be hereto affixed this 29th day of December, 1960.

In presence of:

Mae F. Brandmill
Mae F. Brandmill

Leonard H. Murray
President Leonard H. Murray

Irene L. Anderson
Irene L. Anderson

Thomas M. Beckley
Secretary, Thomas M. Beckley

(Corporate Seal)

STATE OF MINNESOTA )
) SS.
COUNTY OF HENNEPIN )

Leonard H. Murray and Thomas M. Beckley, being first duly sworn, on oath depose and say: that they are respectively the president and secretary of Duluty, South Shore and Atlantic Railroad Company, the corporation named in the foregoing certificate; that said certificate contains a true statement of the written consent of the shareholders to the amendment of the articles of incorporation; that the seal attached is the corporate seal of the said corporation; that said certificate is executed on behalf of the corporation; and they further acknowledge the same to be their free act and deed and the free act and deed of said corporation.

Leonard H. Murray
Leonard H. Murray

Thomas M. Beckley
Thomas M. Beckley

Subscribed and sworn to before me
this 29th day of December, 1960.

Edwin G. Watts

Edwin G. Watts
Notary Public, Hennepin County, Minn.
My Commission Expires Oct. 10, 1966

(NOTARIAL SEAL)

STATE OF MINNESOTA
DEPARTMENT OF STATE

I hereby certify that the within instrument was filed for record in this office on the 29th day of Dec. A.D. 1960, at 10:30 o'clock A.M., and was duly recorded in Book F-20 of Incorporations, on page 386.

/s/ JOSEPH L. DONOVAN
Secretary of State

CERTIFICATE OF CONSOLIDATION
BY MERGER

The undersigned hereby certify that the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company have agreed to merge their corporations, properties and franchises into Duluth, South Shore and Atlantic Railroad Company as the surviving corporation to be known as Soo Line Railroad Company; and the Plan of Merger attached hereto as Exhibit A states the terms and conditions of the merger and is incorporated herein by reference and made a part hereof as fully as if set forth herein; that said Plan of Merger was approved by the Board of Directors of each of said corporations on March 15, 1960, approved and adopted by the affirmative vote of stockholders owning more than two thirds of the outstanding stock of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company at the regular annual meetings of said stockholders, separately held on May 17, 1960, and approved and adopted by the written consent of the sole stockholder owning all of the outstanding stock of Duluth, South Shore and Atlantic Railroad Company on May 17, 1960; that said merger has been approved and authorized by the Interstate Commerce Commission as required by the Interstate Commerce Act; and that upon the filing of this Certificate, accompanied by such other documents as shall be required by law and said Plan of Merger, Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company shall be merged into Duluth, South Shore and Atlantic Railroad Company according to and with the effect set forth in said Plan of Merger.

Dated at Minneapolis, Minnesota, this 30th day of December, 1960.

Corporate Seal

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY,

By G. A. MacNamara
President
G. A. MacNamara

ATTEST:

G. C. Stromberg
Secretary
G. C. Stromberg

Corporate Seal

WISCONSIN CENTRAL RAILROAD COMPANY,

By E. F. Zelle
President
E. F. Zelle

ATTEST:

R. R. Galligan
Secretary
R. R. GALLIGAN

Corporate Seal

DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY,

By Leonard H. Murray
President
Leonard H. Murray

ATTEST:

Thomas M. Beckley
Secretary
Thomas M. Beckley

STATE OF MINNESOTA )
) SS.
COUNTY OF HENNEPIN )

On this 30th day of December, 1960, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared G. A. MacNamara and G. C. Stromberg, to me personally known and to me known to be the President and Secretary, respectively, of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a corporation of the State of Minnesota, and the persons who executed the foregong instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed and delivered the foregoing instrument as such officers, and caused the corporate seal of said corporation to be affixed thereto, by authority of the board of directors and stockholders of said corporation and as their free and voluntary act on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 30th day of December, 1960.

Edwin G. Watts
Edwin G. Watts
Notary Public, Hennepin County, Minn.
My Commission Expires Oct. 10, 1966.

(NOTARIAL SEAL)



STATE OF MINNESOTA )
) SS.
COUNTY OF HENNEPIN )

On this 30th day of December, 1960, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared E. F. Zelle and R. R. Galligan, to me personally known and to me known to be the President and Secretary, respectively, of Wisconsin Central Railroad Company, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed and delivered the foregoing instruments as such officers, and caused the corporate seal of said corporation to be affixed thereto, by authority of the board of directors and stockholders of said corporation and as their free and voluntary act on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 30th day of December, 1960.

Edwin G. Watts
Edwin G. Watts
Notary Public, Hennepin County, Minn.
My Commission Expires Oct. .0, 1966.

(NOTARIAL SEAL)

STATE OF MINNESOTA )
) SS.
COUNTY OF HENNEPIN )

On this 30th day of December, 1960, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared Leonard H. Murray and Thomas M. Beckley, to me personally known and to me known to be the President and Secretary, respectively, of Duluth, South Shore and Atlantic Railroad Company, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed and delivered the foregoing instrument as such officers, and caused the corporate seal of said corporation to be affixed thereto, by authority of the board of directors and stockholders of said corporation and as their free and voluntary act on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 30th day of December, 1960.

Edwin G. Watts
Edwin G. Watts
Notary Public, Hennepin County, Minn.
My Commission Expires Oct. 10, 1966.

(NOTARIAL SEAL)

"EXHIBIT A"

Plan of Merger

The following Minnesota corporations propose to merge into a single corporation: MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY (hereinafter referred to as the Soo Line), WISCONSIN CENTRAL RAILROAD COMPANY (hereinafter referred to as the Wisconsin Central), and DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY (hereinafter referred to as the South Shore), the three corporations being hereinafter collectively referred to as the Constituent Corporations; and agree upon the following terms and conditions of the proposed merger:

ARTICLE ONE

Subject to the adoption of this Plan of Merger by the shareholders of each of the Constitutent Corporations, all necessary approvals and authorizations of public authorities, and the further provisions of ARTICLE TWO hereof, the Soo Line and the Wisconsin Central shall be merged into the South Shore effective on the date hereinafter referred to as the Merger Date.
Upon consummation of the merger in the manner herein provided:

(1) The Soo Line, the Wisconsin Central and the South Shore shall become a single corporation, which shall be the South Shore as the surviving corporation, whereupon the separate corporate existence of the Soo Line and the Wisconsin Central shall cease, except insofaras the same may be continued by the statutes of the State of Minnesota, and the corporate existence of the South Shore as the surviving corporation, with its corporate name changed to SOO LINE RAILROAD COMPANY, shall continue to exist under and be governed by the laws of the State of Minnesota.

(2) The South Shore as the surviving corporation shall succeed to all of the property, assets, rights, powers, franchises, contracts, privileges and immunities of the Constituent Corporations by operation of law without further act or deed.

(3) All debts, duties, liabilities and obligations granted to or imposed upon the Constituent Corporations shall become the debts, duties, liabilities and obligations of the South Shore as the surviving corporation.

(4) All rights of creditors and all liens upon the property of each of the Constituent Corporations shall be preserved unimpaired by the merger, and all the debts, liabilities and duties of each Constituent Corporation shall thenceforth attach to the surviving corporation and be enforceable to the same extent and in the same manner as if such debts, liabilities and duties had been originally incurred by it.

(5) Whenever a conveyance, assignment, transfer or any act, deed or instrument is necessary or appropriate to evidence the vesting of property or rights in the surviving corporation, the officers of the Soo Line or the Wisconsin Central who were such officers on the Merger Date shall execute, acknowledge and deliver such deeds or instruments and do such acts as may be necessary or appropriate in the premises; and for such purposes the existence, capacity and authority of such corporations and their respective officers and directors shall be deemed to be continued notwithstanding the merger to the extent permitted by the laws of the State of Minnesota.

(6) The earned surpluses of the Constituent Corporations available for the payment of dividends immediately prior to the Merger Date, to the extent that they are not capitalized upon the merger, shall become earned surplus of the surviving corporation and continue to be available for the payment of dividends by the surviving corporation.

ARTICLE TWO

The mode of carrying the merger into effect shall be as follows:

(1) The Board of Directors of each of the Constituent Corporations shall by resolution approve this Plan of Merger, and authorize such other action as may be relevant thereto.

(2) Upon the approval of this Plan of Merger by the Boards of Directors of the Constituent Corporations, the Plan shall be submitted for consideration to the shareholders of the Constituent Corporations at regular annual meetings thereof, or at special meetings thereof called for the purpose At each such meeting, or at an adjournment thereof, the Plan shall be considered and a vote by ballot taken for the adoption or rejection thereof. The Plan shall be adopted upon receiving the affirmative votes of the holders of at least two thirds of the shares outstanding and entitled to vote at the meetings of the shareholders of the Soo Line and of the South Shore and at least a majority of the shares outstanding and entitled to vote at the meeting of the shareholders of the Wisconsin Central.

(3) The Constituent Corporations, either jointly or separately, as may be appropriate, (a) shall prepare, execute, file and prosecute applications to the Interstate Commerce Commission, together with any and all necessary amendments and supplements thereto, for all requisite approvals and authorizations of the merger and of the issuance of securities and the assumption of obligations and liabilities as provided in the Plan, and for such other approvals or authorizations, if any, as may be necessary or appropriate, and (b) shall obtain such approvals or authorizations of other public authorities as may be necessary or appropriate.

(4) If any order of the Interstate Commerce Commission shall impose any terms or conditions to its approvals and authorization of the merger provided for in the Plan, such order shall be as binding as if a part of the Plan without any further vote or approval of shareholders unless the Boards of Directors of the Constituents Corporations shall determine that such terms and conditions vary materially from the express provisions of this Plan.

(5) At any time prior to the Merger Date the Plan may be terminated and the merger may be abandoned: (a) by the adoption by the Boards of Directors of all of the Constituent Corporations of resolutions providing for such termination and abandonment; or (b) by the adoption by the Board of Directors of any of the Constituent Corporations of a resolution for such termination and abandonment in the event that such Corporation shall be unable to obtain, on or prior to the Merger Date, a ruling of the Internal Revenue Service, or an opinion of the General Counsel of such Corporation or other counsel satisfactory to it, that under the Internal Revenue Code, as then in effect, no gain or loss or taxable income will be recognized to it or to the holders of its securities as a result of the merger and the exchange or conversion of such securities into securities of the surviving corporation. In the event of any such termination and abandonment, notice thereof shall be given to the Interstate Commerce Commission.

(6) When the General Counsel of each of the Constituent Corporations, or other counsel satisfactory to it, is satisfied (i) that all necessary approvals and authorizations of public authorities for the merger pursuant to the Plan have been obtained, (ii) that the Plan has been adopted by the requisite vote of the shareholders of each of the Constituent Croporations, and (iii) that the Plan has not been terminated and the merger abandoned as provided in paragraph (5) of this ARTICLE TWO, such counsel shall file opinions to that effect with the Secretary of each of the Constituent Corporations.

(7) After the filing of such opinions of counsel, a certificate by the President and Secretary of each Constituent Corporation, under the corporate seal, setting forth a copy of this Plan of Merger, showing that it has been adopted by the shareholders of such Corporation, and setting forth such other information as required by the applicable laws of the State of Minnesota (such certificates being hereinafter collectively referred to as the Certificate of Merger), together with a certified copy of the Interstate Commerce Commission approving the merger, shall be filed for record in the office of the Secretary of State of the State of Minnesota.

(8) When the Certificate of Merger has been thus filed for record with the Secretary of State of the State of Minnesota, the merger of the Soo Line and the Wisconsin Central into the South Shore under the Plan shall become effective, and the date upon which such Certificate is so filed for record shall be the date herein referred to as the Merger Date.

(9) On or promptly after the Merger Date a notice, signed on behalf of each of the Constituent Corporations by its President or by another officer or officers authorized by the Board of Directors of such corporation to sign such notice, that the conditions of this ARTICLE TWO have been complied with and that the merger has become effective, shall be filed with the Interstate Commerce Commission. To such notice counterparts of the opinions of counsel, referred to in paragraph (6) of this ARTICLE TWO, shall be attached.

ARTICLE THREE

The manner and basis of converting the shares of the Constituent Corporations into shares of the South Shore as the surviving corporation, with its corporate name changed to SOO LINE RAILROAD COMPANY shall be as follows:

(1) Upon the filing for record of the Certificate of Merger in the office of the Secretary of State of the State of Minnesota, (a) each common share of the Soo Line outstanding immediately prior to the Merger Date shall be converted into and become one (1) fully paid and nonassessable common share of Soo Line Railroad Company; (b) each common share of the Wisconsin Central outstanding immediately prior to the Merger Date shall be converted into and become two and five hundredths (2.05) fully paid and nonasseasable common shares of Soo Line Railroad Company; and (c) each common share of the South Shore outstanding immediately prior to the Merger Date shall be converted into and become seventy-five hundredths (0.75) of a fully paid and nonassessable common share of Soo Line Railroad Company.

(2) Each holder of a certificate for common shares of the Soo Line outstanding immediately prior to the Merger Date, upon surrender of such certificate for cancellation to an agent to be designated for the purpose by the Soo Line Railroad Company, shall be entitled to receive a certificate for the number of full common shares and a scrip certificate for any fractional share of Soo Line Railroad Company to which such holder is entitled under clause (a) of the foregoing paragraph (1).

(3) Each holder of a certificate for Common shares of the Wisconsin Central outstanding immediately prior to the Merger Date, upon surrender of such certificate for cancellation to an agent to be designated for the purpose by the Soo Line Railroad Company, shall be entitled to receive a certificate for the number of full common shares and a scrip certificate for any fractional share of Soo Line Railroad Company to which such holder is entitled under clause (b) of the foregoing paragraph (1).

(4) Each holder of a certificate for common shares of the South Shore outstanding immediately prior to the Merger Date, upon surrender of such certificate for cancellation to an agent designated for the purpose by the Soo Line Railroad Company, shall be entitled to receive a certificate for the number of full common shares and a scrip certificate for any fractional share of Soo Line Railroad Company to which such holder is entitled under clause (c) of the foregoing paragraph (1).

(5) If certificates for common shares of Soo Line Railroad Company are issued originally in temporary form, such certificates shall be exchangeable for definitive certificates without cost to shareholders as soon as the definitive certificates shall have been prepared.

(6) Scrip certificates for fractional common shares of Soo Line Railroad Company resulting from the conversion rates specified in paragraph (1) of this ARTICLE THREE shall be provided in the following manner:

For a period of two years next following the Merger Date, scrip certificates in bearer form shall be issued for such fractional shares. At any time within such period, Soo Line Railroad Company, upon surrender to it of scrip certificates in amounts representing in the aggregate one or more full shares, shall issue a certificate or certificates for such number of full shares, together with a new scrip certificate for any remaining fractional share, and pay over the amount of any dividends upon such full shares payable to shareholders of record on or after the Merger Date. The right to excahnge scrip certificates for certificates representing full shares shall expire at the end of such two-year period. Scrip certificates shall not entitle the holder thereof to any of the rights, powers, or privileges of a shareholder of Soo Line Railroad Company, and the holder thereof shall have only such rights and privileges as are expressly provided for herein. The Board of Directors of Soo Line Railroad Company is authorized to make and enforce any and all reasonable regulations, not inconsistent herewith, governing the issue and manner of exchange of scrip certificates hereunder, as it in its discretion may deem advisable, including the appointment of an agent or agents for the purpose of exchanging full share certificates for scrip certificates and for the purpose of paying to bearers of scrip certificates the cash proceeds of the sales of shares as hereinafter provided.

As soon as may be practicable after the expiration of two years next following the Merger Date, Soo Line Railroad Company shall cause to be sold for cash, at public or private sale, at the then prevailing market prices, the aggregate number of common shares deliverable upon the surrender of all scrip certificates outstanding at the end of such two-year period. To the sum of money realized from the sale of all such shares, there shall be added the amount of all dividends which would have been paid on said shares if such shares had been issued on the Merger Date and had remained outstanding up to the date of such sale, and the aggregate sum of money applicable to all such shares shall be held by Soo Line Railroad Company, or an agent to be appointed by it, as a fund for the benefit of holders of scrip certificates for such shares. Thereafter, and until the expiration of six years next following the Merger Date, each holder of a scrip certificate for such shares, upon surrender of the scrip certificate, shall be entitled to receive his pro rata share of the fund applicable to such shares, without interest, and he shall have no other or further rights in respect of said scrip certificate. After the expiration of the six-year period hereinabove set forth, all such scrip certificates shall be void for all purposes, and any undistributed portion of the aforesaid fund shall become the absolute property of Soo Line Railroad Company free of all claims of holders of scrip certificates.

(7) If any certificate or certificates of the common shares of Soo Line Railroad Company are to be issued in a name other than that appearing upon the certificate or certificates for shares of the Constituent Corporation surrendered for exchange as hereinbefore provided, it shall be a condition of such issuance that the certificate or certificates so surrendered shall be properly endorsed for transfer and that the person requesting such exchange shall pay to Soo Line Railroad Company, or its transfer agent, any transfer or other taxes required by reason thereof, or establish to the satisfaction of Soo Line Railroad Company, or its transfer agent, that such taxes have been paid or are not payable.

(8) From and after the date on which certificates for common shares of Soo Line Railroad Company shall be made available for exchange in accordance with the foregoing provisions, the holders of shares of the Constituent Corporations shall not be entitled to vote at any meeting of shareholders of Soo Line Railroad Company or be entitled to receive any dividend unless and until they shall have exchanged their certificates for temporary or definitive certificates of common shares of Soo Line Railroad Company, issuable in exchange therefor, as herein provided; but upon making such exchanges they shall be entitled to receive all dividends paid or payable to shareholders of record on or afte the Merger Date with respect to the common shares of Soo Line Railroad Company represented by full share certificates. After the Merger Date there shall be no further issue or transfer of certificates.

of common shares of the Constituent Corporations and, if such certificates are presented to Soo Line Railroad Company, they shall be cancelled and certificates for common shares and scrip certificates of Soo Line Railroad Company shall be issued in exchange therefor in accordance with the terms and conditions hereinafter set forth.

ARTICLE FOUR

Other details of the merger which are deemed necessary or desirable are the following:

(1) To implement this Plan of Merger, South Shore and its shareholders shall take such action as required by the laws of the State of Minnesota to change its corporate name to "Soo Line Railroad Company", eliminate the voting rights of its bondholders and the preemptive rights of its shareholders, and increase its authorized shares to 1,400,000 common shares without par value.

(2) The initial Board of Directors of the surviving corporation shall consist of all of the persons who on the Merger Date are directors of the Constituent Corporations, and they shall hold office until the first annual meeting of shareholders of the Soo Line Railroad Company thereafter, except as otherwise provided in the By-laws.

(3) Pending integration of management by the initial Board of Directors of the surviving corporation, the officers of South Shore on the Merger Date shall continue as officers of Soo Line Railroad Company.

(4) The By-laws of the South Shore relating to the number of Directors, their qualifications and terms of office, shall be amended to provide as follows:

Number of Directors. The business, property and affairs of the Company shall be managed by a board of directors elected at each annual meeting of shareholders for a term of one year. Until the first annual meeting of shareholders after the adoption of this by-law, the board of directors shall consist of thirty directors. Thereafter the number of directors shall be reduced in the manner provided herein without amendment of this by-law. At the first annual meeting of shareholders after the adoption of this by-law, and at each annual meeting of shareholders thereafter, the number of directors shall be reduced by the number of vacancies, if any, that have occurred and have not been filled during the preceding year, but in no event shall the number of directors be less than nineteen.

Qualification of Directors. Directors need not be shareholders of the Company; but each person elected as a director shall forthwith be notified of his election by the secretary, and shall qualify as a director by signifying his acceptance within thirty days after the date of such notice. In case any person elected as a director shall not, within thirty days after the date of the notice of his election, signify his acceptance, the board of directors may declare a vacancy to exist.

Tenure of Directors. Each director shall serve for the term for which he shall have been elected and until his successor shall have been elected and shall qualify. If any vacancy shall occur in the board of directors during a term, the vacancy shall not be filled unless the number of directors remaining in office shall be less than nineteen, or unless a vacancy occurs in the office of President and it is necessary to qualify his successor by election to the board of directors, in either of which events the remaining directors, by affirmative vote of a majority thereof, shall elect a director to fill such vacancy until the next annual meeting of the shareholders.

With that exception, unless and until they are further amended or repealed, the By-laws of the South Shore as they shall exist on the Merger Date, shall continue to be the By-laws of Soo Line Railroad Company.

(5) Between January 1, 1960, and the Merger Date none of the Constituent Corporations shall declare or pay any dividend on its common shares or make any other distribution in respect of such shares for any calendar year (or the portion of any calendar year between the Merger Date and the immediately preceding January 1), without the consent of the Boards of Directors of the other Constituent Corporations unless (i) such dividend or distribution is at a rate not in excess of $1.00 per share per annum, or (ii) the total amount of such dividend or distribution is not in excess of an amount equal to 50% of such Constituent Corporation's net income for such calendar year (or portion thereof) after appropriations for sinking funds.

(6) Prior to the Merger Date none of the Constituent Corporations will issue any new shares of any class, or give any options to purchase or accept subscriptions for any such shares, except as required by the respective Plans of Reorganization or pursuant to contracts in effect at the date hereof.

Approved by the Board of Directors of Minneapolis, St. Paul & Sault Ste Marie Railroad Company on March 15, 1960

ATTEST:

G. C. STROMBERG

Secretary

Approved by the Board of Directors of Wisconsin Central Railroad Company on March 15, 1960.

ATTEST:

R. R. GALLIGAN

Secretary

Approved by the Board of Directors of Duluth, South Shore and Atlantic Railroad Company on March 15, 1960

ATTEST:

THOMAS M. BECKLEY

Secretary



CERTIFICATE OF

APPROVAL AND ADOPTION OF PLAN OF MERGER

BY

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY

We, G. A. MacNAMARA and G. C. STROMBERG, President and Secretary, respectively, of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a Minnesota corporation (hereinafter referred to as the Company), hereby certify that:

1. The following is a true and correct record of the action taken by the Board of Directors of the Company, as contained in the minutes of the special meeting of the Board of Directors held on March 15, 1960, approving the merger of the Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company upon the terms and conditions set forth in the Plan of Merger attached as Exhibit A to the Certificate of Consolidation by Merger filed by said corporations in the office of the Secretary of State of Minnesota:

"The President then made a statement pertaining to the proposed merger of the three railroads as follows:

"The officers of the Company, pursuant to previous direction by the Board of Directors, have completed a thorough study with the Wisconsin Central Railroad Company and the Duluth, South Shore and Atlantic Railroad Company of the efficiencies, economies and other advantages which might result from a merger of the three companies. As a result of this study,a Plan of Merger has been prepared. All of you have been supplied with a copy of a report and of statistical exhibits and with a draft of the Plan of Merger and related documents. Under this proposed Plan of Merger the three companies would be unified under the name of "Soo Line Railroad Company".

"The proposed Plan of Merger and the advisability of our Company being unified with the Wisconsin Central and the Duluth, South Shore and Atlantic Railroad Company have been given serious consideration and it is my belief that it is in the best interest of the Soo Line to merge with the Wisconsin Central Railroad Company and the Duluth, South Shore and Atlantic Railroad Company on the basis outlined in the Plan of Merger, and I recommend strongly that you approve such a merger.

"The Plan of Merger, if approved by you, must also be approved by two-thirds of the holders of outstanding Common Shares of our Company; Approval and authorization of the Interstate Commerce Commission is also required.

"Upon consummation of the proposed merger, the separate corporate existence of the Company and the Wisconsin Central Railroad Company would terminate, and the Duluth, South Shore and Atlantic Railroad Company, renamed 'Soo Line Railroad Company', as the surviving corporation, would become vested with all of the property and rights of the three corporations and would become liable for all their debts and obligations. The outstanding shares of capital stock of the three corporations would be converted into shares of the surviving corporation in the ratios set out in the proposed Plan of Merger.

"The surviving corporation would expressly assume the existing mortgages of the Company and Wisconsin Central Railroad Company by supplemental Indentures. The existing mortgage of the Duluth, South Shore and Atlantic Railroad Company would be modified in certain respects by supplemental indentures with the consent of the holders of all of the bonds then secured by that mortgage.

"The various supplemental indentures would contain a formula which would treat the property of each of the three companies as though it were a mortgage division. Under this formula each mortgage division would be assigned a percentage of certain of the Unified Company's revenues and expenses as a basis for the determination of available net income. The available net income of each mortgage division would then be applied to the payment of contingent interest and sinking fund requirements of bonds of that division. The formula provides, in the event that available net income for any mortgage division in any year is insufficient to cover the contingent interest and sinking fund requirements of that division, then any available net income of the other divisions in excess of the requirements of such other divisions for contingent interest and sinking funds will be used and applied in the division whose available net income is insufficient to meet its requirements. The formula further provides that the Wisconsin Central division must absorb out of the amount allocated to it under the percentage formula the fixed interest on the Wisconsin Central First Mortgage Bonds.

"I earnestly hope that you will conclude as I have concluded, that it is in the best interests of our Company to approve the Plan of Merger.

"The President then suggested that the Board of Directors give full consideration to the proposed Plan of Merger and to the adoption of the following resolution pertaining thereto as prepared by counsel. On motion by Mr. Hjellum, seconded by Mr. Crumm, and after a discussion of the Plan, the following resolution was unanimously approved:

"RESOLVED, that the Plan of Merger of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company presented to this meeting be, and it hereby is, approved and the Secretary of this Company is directed to file a copy thereof with the minutes of this meeting;

"RESOLVED, further, that the Plan of Merger be submitted to a vote of the Shareholders of this Company at the Annual Meeting of Shareholders to be held at the principal office of the Company in Room 1400, Soo Line Building, Minneapolis, Minnesota, on May 17, 1960, at 10 o'clock A.M. Central Standard Time (10 o'clock A. M. Daylight Saving Time, if in effect in Minneapolis on said date), and the Secretary of the Company is directed to include notice thereof in the notice of said Annual Meeting and to cause a copy of said Plan of Merger to be set out in full in an exhibit to the proxy statement related to said meeting;

"RESOLVED, further, that this Company make application, either separately or jointly with the other corporations participating in the Plan, to the Interstate Commerce Commission for approval and authorization of the proposed merger; and that G. A. MacNamara, President, or J. D. Bond, Vice President, be and they hereby are authorized to sign, verify and file on behalf of this Company such applications and any and all necessary amendments and suppliments thereto; and

"RESOLVED, further, that if the Plan of Merger is approved by the requisite number of Shareholders of this Company and the other corporations participating therein, and if the proposed merger is approved and authorized by the Interstate Commerce Commission, the proper officers of this Company be and they hereby are authorized and directed in the name and on behalf of this Company to sign, verify and file such certificates and other instruments and to take such other action as may be necessary or appropriate to carry the Plan of Merger into effect and consummate said merger in accordance with applicable laws."

2. The following is a true and correct record of the action taken by the Stockholders of the Company in approving and adopting said Plan of Merger, as contained in the minutes of the Annual Meeting of Stockholders held on May 17, 1960:

"The Chairman then stated as follows:

"The next business to come before the meeting is the consideration of and voting upon the Plan of Merger approved by the Board of Directors of the Company on March 15, 1960, as set forth in Exhibit A to the Proxy Statement accompanying the Notice of this Meeting. A copy of the Plan of Merger is filed with the Secretary and is hereby made a part of the minutes of this meeting. The Plan of Merger provides for the merger of the Company and Wisconsin Railroad Company. The Board of Directors has ordered that the Plan of Merger be submitted at this meeting for consideration and vote by the Shareholders. All Shareholders of record as of the close of business on April 8, 1960, or their proxies are entitled to vote upon the Plan of Merger. The favorable votes by the holders of not less than two thirds of the total outstanding shares are required for approval of the Plan of Merger.'

"The Chairman then read the following Statement relating to the merger:

"Early this year, the officers of the Company, pursuant to previous direction by the Board of Directors, completed a thorough study with the Wisconsin Central Railroad Company and the Duluth, South Shore and Atlantic Railroad Company of the efficiencies, economies and other advantages which might result from a merger of the three companies. As a result of this study, a Plan of Merger was prepared. It was submitted to the Board of Directors of the Company at a special meeting held on March 15th, and the Board unanimously approved the Plan and voted to submit it to the Shareholders at this annual meeting. On the same day, the Boards of Directors of the Wisconsin Central Railroad Company and the Duluth, South Shore and Atlantic Railroad Company also approved the Plan and voted to submit it to the Shareholders of their respective companies. All of you have been supplied with a copy of the Plan of Merger which was attached to the Proxy Statement sent to all shareholders. Under this proposed Plan of Merger the three companies would be unified under the name of "Soo Line Railroad Company".

"The proposed Plan of Merger and the advisability of our Company being unified with the Wisconsin Central and the Duluth, South Shore and Atlantic Railroad Company have been given the most serious consideration and it is my belief and that of the Board of Directors that it is in the best interest of the Soo Line to merge with the Wisconsin Central Railroad Company and the Duluth, South Shore and Atlantic Railroad Company on the basis outlined in the Plan of Merger, and I recommend strongly that you approve such a merger.

"The Plan of Merger must be approved by two thirds of the holders of outstanding Common Stock of our Company, Approval and authorization of the Interstate Commerce Commission is also required. An application to the Commission has been filed, and if the Shareholders approve the Plan today the Company will proceed immediately to obtain early approval by the Commission.

"Upon consummation of the proposed merger, the separate corporate existence of the Company and the Wisconsin Central Railroad Company would terminate, and the Duluth, South Shore and Atlantic Railroad Company, renamed "Soo Line Railroad Company", as the surviving corporation, would become vested with all of the property and rights of the three corporations and would become liable for all their debts and obligations. The outstanding shares of capital stock of the three corporations would be converted into shares of the surviving corporation in the ration set out in the proposed Plan of Merger.

"The surviving corporation would expressly assume the existing mortgages of the Company and Wisconsin Central Railroad Company by supplemental indentures. The existing mortgage of the Duluth, South Shore and Atlantic Railroad Company would be modified in certain respects by supplemental indentures with the consent of the holders of all of the bonds then secured by that mortgage.

"The various supplemental indentures would contain a formula which would treat the property of each of the three companies as though it were a mortgage division. Under this formula each mortgage division would be assigned a percentage of certain of the Unified Company's revenues and expenses as a basis for the determination of available net income. The available net income of each mortgage division would then be applied to the payment of contingent interest and sinking fund requirements of bonds of that division. The formula provides, in the event that available net income for any mortgage division in any year is insufficient to cover the contingent interest and sinking fund requirements of that division, then any available net income of the other divisions in excess of the requirements of such other division for contingent interest and sinking funds will be used and applied in the division whose available net income is insufficient to meet its requirements. The formula further provides that the Wisconsin Central division must absorb out of the amount allocated to it under the percentage formula the fixed interest on the Wisconsin Central First Mortgage Bonds.

"I earnestly hope that you will conclude as the Board of Directors and I have concluded, that it is in the best intersts of our Company to approve the Plan of Merger.'

"The Secretary then read the following resolution which had been prepared for approval of the Plan of Merger:

RESOLVED, That the Plan of Merger in the form submitted to this meeting, as approved by the Board of Directors of the Company at a Special Meeting thereof on March 15, 1960, providing for the merger of this Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company upon the terms and conditions therein stated be, and the same hereby is, approved and adopted.

"The Chairman stated the vote on the resolution would be by written ballot.

"The report of the Inspectors on votes cast for the adoption of the Plan of Merger were as follows:



"We, the undersigned, duly appointed Inspectors to act at the Annual Meeting of Shareholders of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a Minnesota corporation, held on this 17th day of May, 1960, at 10:00 o'clock A.M., do hereby report that a vote by ballot was taken at the meeting on the resolution set out below and that 622,688 votes were cast in favor of and 6,968 votes against the adoption of said resolution.

RESOLVED, that the Plan of Merger in the form submitted to this meeting, as approved by the Board of Directors of the Company at a Special Meeting thereof on March 15, 1960, providing for the merger of this Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company upon the terms and conditions therein stated be, and the same hereby is, approved and adopted.

Dated at Minneapolis, Minnesota, May 17, 1960.

/s/ ROBERT G. GEHRZ

/s/ O. J. ANDERSEN

/s/ A. T. HAUGEN

Inspectors.'

"The Chairman announced that the report of the Inspectors showed 622,688 votes had been cast for and 6,968 votes had been cast against the adoption of the resolution by the Shareholders present or represented at the meeting. The Total votes cast for the adoption of the resolution constituted more than two thirds of all outstanding shares; and he accordingly declared the resolution approving and adopting the Plan of Merger had been duly adopted by the necessary number of votes of Shareholders of the Company under the Articles of the Company and Minnesota law.

"The Chairman made the following statement:

"The Plan of Merger having now been approved and adopted by the requisite vote of the Shareholders of the Company, it is necessary for the Shareholders to authorize and approve the execution of an appropriate Certificate of Consolidation by Merger on behalf of the Company, and the filing thereof for record in the office of the Secretary of State of Minnesota in order to make the merger effective under the laws of that state. Of course, said Certificate will not be used unless the proposed Merger is approved by the Shareholders of all of the merging companies and by the Interstate Commerce Commission. Mr. Secretary, will you please read the resolution that has been prepared for this purpose.'

"The Secretary then read the resolution as follows:

"RESOLVED, That the proper officers of this Company be, and hereby are, authorized and directed on behalf of this Company to join with the proper officers of Duluth, South Shore and Atlantic Railroad Company and Wisconsin Central Railroad Company in executing and filing for record in the office of the Secretary of State of Minnesota the following Certificate of Consolidation by Merger in order to effectuate the merger of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company in accordance with the terms and conditions set forth in the Plan of Merger approved and adopted at this meeting:

CERTIFICATE OF CONSOLIDATION BY MERGER

The undersigned hereby certify that the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company have agreet to merge their corporations, properties and franchises into Duluth, South Shore and Atlantic Railroad Company as the surviving corporation to be known as Soo Line Railroad Company; that the Plan of Merger attached hereto as Exhibit A states the terms and conditions of the merger and is incorporated herein by reference and made a part hereof as fully as if set forth herein; that said Plan of Merger was approved by the Board of Directors of each of said corporations on March 15, 1960, approved and adopted by the affirmative vote of stockholders owning more than two thirds of the outstanding stock of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company at the regular annual meetings of said stockholders, separately held on May 17, 1960, and approved and adopted by the written consent of the sole stockholder owning all of the outstanding stock of Duluth, South Shore and Atlantic Railroad Company on May 17, 1960; that said merger has been approved and authorized by the Interstate Commerce Commission as required by the Interstate Commerce Act; and that upon the filing of this Certificate, accompanied by such other documents as shall be required by law and said Plan of Merger, Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railraod Company shall be merged into Duluth, South Shore and Atlantic Railroad Company according to and with the effect set forth in said Plan of Merger.

Dated at Minneapolis, Minnesota, this _____ day of _____, 196___.

Corporate Seal

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY,

By _____
President

ATTEST:

_____
Secretary

Corporate Seal

WISCONSIN CENTRAL RAILROAD COMPANY,

By _____
President

ATTEST:

_____
Secretary

Corporate Seal

DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY,

ATTEST:

_____
Secretary

By _____ President

"Mr. J. D. Bond made a motion, seconded by Mr. Thorfinnson, to adopt the said resolution read by the Secretary.

"The Chairman stated the vote on the motion would be by written ballot.

"The report of the Inspectors on votes cast for the Certificate of Consolidation by Merger was as follows:

"We the undersigned, duly appointed Inspectors to act at the Annual Meeting of Shareholders of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a Minnesota corporation, held on this 17th day of May, 1960, at 10:00 o'clock A.M., do hereby report that a vote by ballot was taken at the meeting on the resolution set out below and that 622,688 votes were cast in favor of and 6,968 votes against the adoption of said resolution.

"RESOLVED, That the proper officers of this Company be, and hereby are, authorized and directed on behalf of this Company to join with the proper officers of Duluth, South Shore and Atlantic Railroad Company and Wisconsin Central Railroad Company in executing and filing for record in the office of the Secretary of State of Minnesota the following Certificate of Consolidation by Merger in order to effectuate the merger of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company in accordance with the terms and conditions set forth in the Plant of Merger approved and adopted at this meeting:

"CERTIFICATE OF CONSOLIDATION BY MERGER"

"The undersigned hereby certify that the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company have agreed to merge their corporations, properties and franchises into Duluth, South Shore and Atlantic Railroad Company as the surviving corporation to be known as Soo Line Railroad Company; that the Plan of Merger attached hereto as Exhibit A states the terms and conditions of the merger and is incorporated herein by reference and made a part hereof as fully as if set forth herein; that said Plan of Merger was approved by the Board of Directors of each of said corporations on March 15, 1960, approved and adopted by the affirmative vote of stockholders owning more than two thirds of the outstanding stock of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company at the regular annual meetings of said stockholders, separately held on May 17,1960 and approved and ddopted by the written consent of the sole stockholder owning all of the outstanding stock of Duluth, South Shore and Atlantic Railroad Company on May 17, 1960; that said merger has been approved and authorized by the Interstate Commerce Commission as required by the Interstate Commerce Act; and that upon the filing of this Certificate, accompanied by such other documents as shall be required by law and said Plan of Merger, Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company shall be merged into Duluth, South Shore and Atlantic Railroad Company according to and with the effect set forth in said Plan of Merger.

Dated at Minneapolis, Minnesota, this _____ day of _____, 196 .

Corporate Seal

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY,

By _____
President

ATTEST:

_____
Secretary

Corporate Seal

WISCONSIN CENTRAL RAILROAD COMPANY,

By _____
P resident

ATTEST:

_____
SEcretary

Corporate Seal

DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY,

By _____
President

ATTEST:

_____ Secretary



Dated at Minneapolis, Minnesota, May 17, 1960.

/s/ ROBERT G. GEHRZ

/s/ A. T. HAUGEN

/s/ O. J. ANDERSON

Inspectors.'

"The Chairman announced the report of the Inspectors showed that 622,688 votes had been cast for and 6,968 votes had been case against the adoption of the resolution by the Shareholders present or represented at the meeting. The total votes cast for the adoption of the resolution constituted more than two thirds of all outstanding shares; and he accordingly declared the resolution approving and authorizing the executing and filing of a form of Certificate of Consolidation by Merger had been duly adopted by the necessary number of votes of Shareholders of the Company under Minnesota Law."

3. The merger in accordance with said Plan of Merger was approved and authorized by the Interstate Commerce Commission by report and order dated November 30,1960, in Finance Docket No. 21,108, and said order has become final.

4. Said Plan of Merger has not been terminated or the merger abandoned in the manner provided therein, and the Company's Board of Directors has determined that the terms and conditions imposed by the Interstate Commerce Commission approving the Plan and authorizing the merger do not vary materially from the express provisions of the Plan.

5; A list of the Stockholders of the Company, and the number of shares held by each at the close of business on April 8, 1960, the record date for said meeting of Stockholders, is filed simultaneously pursuant to law.

Dated at Minneapolis, Minnesota, this 30th day of December, 1960.

G. A. MacNamara
President G. A. MacNamara

G. C. Stromberg
Secretary G. C. Stromberg

(Corporate Seal)

STATE OF MINNESOTA )
) SS
COUNTY OF HENNEPIN )

On this 30th day of December, 1960, before me Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared G. A. MacNamara and G. C. Stromberg, to me personally known and to me known to be the President and Secretary, respectively, of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed and delivered the foregoing instrument as such officers, and caused the corporate seal of said corporation to be affixed thereto, by authority of the board of directors and stockholders of said corporation and as their free and voluntary act on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notatial seal in the County and State aforesaid this 30th day of December, 1960.

Edwin G. Watts
EDWIN G. WATTS
Notary Public, Hennepin County,Minn.
My Commission Expires Oct. 10, 1966

(Notarial Seal)

CERTIFICATE OF
APPROVAL AND ADOPTION OF PLAN OF MERGER
BY
WISCONSIN CENTRAL RAILROAD COMPANY

We, E. F. ZELLE and R. R. GALLIGAN, President and Secretary, respectively, of Wisconsin Central Railroad Company, a Minnesota corporation (hereinafter referred to as the Company), hereby certify that:

1. The following is a true and correct record of the action taken by the Board of Directors of the Company, as contained in the minutes of the regular meeting of the Board of Directors held on March 15,1960, approving the merger of the Company and Minneapolis, St. Paul & Sault Ste. Marie Railroad Company into Duluth, South Shore and Atlantic Railroad Company upon the terms and conditions set forth in the Plan of Merger attached as Exhibit A to the Certificate of Consolidation by Merger filed by said corporations in the office of the Secretary of State of Minnesota:

"Mr. Zelle then made the following statement"

"Pursuant to previous direction by the Board of Directors, the officers have completed a study with the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and the Duluth, South Shore and Atlantic Railroad Company as to the efficiencies, economies or other advantages which might result from a merger of the three companies. In addition, a Plan of Merger has been prepared. You have all been supplied with a copy of a report and of statistical exhibits and with a draft Plan of Merger and related documents. Under this Plan of Merger the three companies would be unified under the name of 'Soo Line Railroad Company'.

I have given serious consideration to the Plan of Merger and to the advisability of our Company unifying with the Soo Line and the DSS&A. I believe it is in the bwst interest of the Wisconsin Central to merge with the Soo Line and the DSS&A on the basis outlined in the Plan of Merger and I recommend you approve such a merger.

"The Plan of Merger if approved by you will also have to be approved by a majority of the holders of outstanding common shares of our Company. Approval and authorization of the Interstate Commerce Commission is also required.

"Upon consummation of a merger the separate corporate existence of the Company and the Soo Line would terminate and the Duluth, South Shore and Atlantic Railroad Company, renamed 'Soo Line Railroad Company', as the surviving corporation would become vested with all of the property and rights of the three corporations and would become liable for all their debts and obligations. The DSS&A was proposed as the survivor for convenience in handline mortgage matters. The outstanding shares of capital stock of the three corporations would be converted into shares of the surviving corporation in the ratios set out in the Plan.

"The surviving corporation would expressly assume the existing mortgages of the Company and Soo Line by supplemental indentures. The existing mortgage of the DSS&A Would be modified in certain respects by supplemental indentures with the consent of the holders of all of the bonds then secured by that mortgage.

"The various supplemental indentures would contain a formula which would treat the property of each of the three companies as though it were a mortgage division. Under this formula each mortgage division will be assigned a percentage of certain of the merged company's revenues and expenses as a basis for determining available net income. From available net income interest on the several mortgage issues of each company is to be paid. The formula also provides in the event the available net income for any mortgage division in any year is insufficient to cover the contingent interest and sinking fund requirements of that division, any available net income of the other divisions in excess of such other divisions' requirements for contingent interest and sinking funds will be used and applied in the division whose available net income is insufficient to meet its requirements. The formula provides that the Wisconsin Central division will absorb out of the amount allocated to it under the percentage formula the fixed interest on the Wisconsin Central First Mortgage Bonds.

"I sincerely hope you will also conclude, as I have, that it is in the best interest of our Company to approve the Plan of Merger.

"You have before you a draft of the resolution approved by our General Counsel for your consideration and for such action as you see fit to take.

"A general discussion then followed respecting the draft of the proposed resolution after which, upon motion by Mr. Watner, seconded by Mr. Unwin, the following resolution was unanimously adopted:



"RESOLVED, That the Plan of Merger of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company presented to this meeting be, and hereby is, approved, and the Secretary of this Company is directed to file a copy thereof with the minutes of this meeting;

RESOLVED, FURTHER, That the Plan of Merger be submitted to a vote of the Shareholders of this Company at the Annual Meeting of Shareholders to be held at the office of the Company in the Soo Line Building, Minneapolis, Minnesota, on May 17, 1960, and the Secretary of the Company is directed to include a notice thereof in the notice of said Annual Meeting and cause a copy of said Plan of Merger to be set out in full in an exhibit to the proxy statement related to said meeting;

RESOLVED, FURTHER, That this Company make application, either separately or jointly with the other corporations participating in the Plan, to the Interstate Commerce Commission for approval and authorization of the proposed Merger; and that Edgar F. Zelle, is, authorized to sign, verify and file on behalf of this Company such applications and any and all necessary amendments and supplements thereto; and

RESOLVED, FURTHER, That if the Plan of Merger is approved by the requisite vote of the Shareholders of this Company and the other corporations participating therein, and if the proposed merger is approved and authorized by the Interstate Commerce Commission, the proper officers of this Company be, and hereby are, authorized and directed in the name and on behalf of this Company to sign, verify and file such certificates and other instruments and take such other action as may be necessary or appropriate to carry the Plan of Merger into effect and consummate said merger in accordance with applicable laws."

2. The following is a true and correct record of the action taken by the Stockholders of the Company in approving and adopting said Plan of Merger, as contained in the minutes of the Annual Meeting of Stockholders held on May 17, 1960:

"The Chairman announced that the next business to come before the meeting is the consideration of and voting upon the Plan of Merger approved by the Board of Directors of the Company on March 15, 1960, as set forth in Exhibit A to the proxy statement accompanying the notice of this meeting. A copy of the Plan of Merger is filed with the Secretary and is hereby made a part of the minutes of this meeting. The Plan of Merger provides for the merger of the Company and Minneapolis, St. Paul & Sault Ste. Marie Railroad Company into Duluth, South Shore and Atlantic Railroad Company. The Board of Directors has ordered that the Plan of Merger be submitted at this meeting for consideration and vote by the shareholders. All shareholders of record as of the close of business on April 8, 1960 or their proxies are entitled to vote upon the Plan of Merger. The favorable votes by the holders of not less than a majority of the total outstanding shares are required for approval of the Plan of Merger.

"Plan of Merger"

"The following Minnesota corporations propose to merge into a single corporation: MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY (hereinafter referred to as the Soo Line), WISCONSIN CENTRAL RAILROAD COMPANY (hereinafter referred to as the Wisconsin Central), and DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY(hereinafter referred to as the South Shore), the three corporations being hereinafter collectively referred to as the Constituent Corporations; and agree upon the following terms and conditions of the proposed merger;

"ARTICLE ONE"

"Subject to the adoption of this Plan of Merger by the shareholders of each of the Constituent Corporations, all necessary approvals and authorizations of public authorities, and the further provisions of ARTICLE TWO Hereof, the Soo Line and the Wisconsin Central shall be merged into the South Shore effective on the date hereinafter referred to as the Merger Date.

"Upon consummation of the merger in the manner herein provided:

"(1) The Soo Line, the Wisconsin Central and the South Shore shall become a single corporation, which shall be the South Shore as the surviving corporation, whereupon the separate corporate existence of the Soo Line and the Wisconsin Central shall cease, except insofar as the same may be continued by the statutes of the State of Minnesota, and the corporate existence of the South Shore as the surviving corporation, with its corporate name changed to SOO LINE RAILROAD COMPANY, shall continue to exist under and be governed by the laws of the State of Minnesota.

"(2) The South Shore as the surviving corporation shall succeed to all of the property, assets, rights, powers, franchises, contracts, privileges and immunities of the Constituent Corporations by operation of law without further act or deed.

"(3) All debts, duties, liabilities and obligations granted to or imposed upon the Constituent Corporations shall become the debts, duties, liabilities and obligations of the South Shore as the surviving corporation.

"(4) All rights of creditors and all liens upon the property of each of the Constituent Corporations shall be preserved unimpaired by the merger, and all the debts, liabilities and duties of each Constituent Corporation shall thenceforth attach to the surviving corporation and be enforceable to the same extent and in the same manner as if such debts, liabilities and duties had been originally incurred by it.

"(5) Whenever a conveyance, assignment, transfer or any act, deed or instrument is necessary or appropirate to evidence the vesting of property or rights in the surviving corporation, the officers of the Soo Line or the Wisconsin Central who were such officers on the Merger Date shall execute, acknowledge and deliver such deeds or instruments and do such acts as may be necessary or appropriate in the premises; and for such purposes the existence, capacity and authority of such corporations and their respective officers and directors shall be deemed to be continued notwithstanding the merger to the extend permitted by the laws of the State of Minnesota.

"(6) The earned surpluses of the Constituent Corporations available for the payment of dividends immediately prior to the Merger Date, to the extent that they are not capitalized upon the merger, shall become earned surplus of the surviving corporation and continue to be available for the payment of dividends by the surviving corporation.

"ARTICLE TWO"

"The mode of carrying the merger into effect shall be as follows:

"(1) The Board of Directors of each of the Constituent Corporations shall by resolution approve this Plan of Merger, and authorize such other action as may be relevant thereto.

"(2) Upon the approval of this Plan of Merger by the Boards of Directors of the Constituent Corporations, the Plan shall be submitted for consideration to the shareholders of the Constituent Corporations at regular annual meetings thereof, or at special meetings thereof called for the purpose. At each such meeting, or at an adjournment thereof, the Plan shall be considered and a vote by ballot taken for the adoption or rejection thereof. The Plan shall be adopted upon receiving the affirmative votes of the holders of at least two thirds of the shares outstanding and entitled to vote at the meetings of the shareholders of the Soo Line and of the South Shore and at least a majority of the shares outstanding and entitled to vote at the meeting of the shareholders of the Wisconsin Central.

"(3) The Constitutent Corporations, either jointly or separately, as may be appropirate, (a) shall prepare, execute, file and prosecute applications to the Interstate Commerce Commission, together with any and all necessary amendments and supplements thereto, for all requisite approvals and authorizations of the merger and of the issuance of securities and the assumption of obligations and liabilities as provided in the Plan, for such other approvals or authorizations, if any, as may be necessary or appropriate, and (b) shall obtain such approvals or authorizations of other public authorities as may be necessary or appropriate.

"(4) If any order of the Interstate Commerce Commission shall impose any terms or conditions to its approvals and authorization of the merger provided for in the Plan, such order shall be as binding as if a part of the Plan without any further vote or approval of shareholders unless the Boards of Directors of the Constituent Corporations shall determine that such terms and conditions vary materially from the express provisions of this Plan.

"(5) At any time prior to the Merger Date the Plan may be terminated and the merger may be abandoned: (a) by the adoption by the Boards of Directors of all of the Constituent Corporations of resolutions providing for such termination and abandonment; or (b) by the adoption by the Board of Directors of any of the Constituent Corporations of a resolution for such termination and abandonment in the event that such Corporation shall be unable to obtain, on or prior to the Merger Date, a ruling of the Internal Revenue Service, or an Opinion of the General Counsel of such Corporation or other counsel satisfactory to it, that under the Internal Revenue Code, as then in effect, no gain or loss or taxable income will be recognized to it or to the holders of its securities as a result of the merger and the exchange or conversion of such securities into securities of the surviving corporation. In the event of any such termination and abandonment, notice thereof shall be given to the Interstate Commerce Commission.

"(6) When the General Counsel of each of the Constituent Corporations, or other counsel satisfactory to it, is satisfied (i) that all necessary approvals and authorizations of public authorities for the merger pursuant to the Plan have been obtained, (ii) that the Plan has been adopted by the requisite vote of the shareholders of each of the Constituent Corporations, and (iii) that the Plan has not been terminated and the merger abandoned as provided in paragraph (5) of this ARTICLE TWO, such counsel shall file opinions to that effect with the Secretary of each of the Constituent Corporations.

"(7) After the filing of such opinions of counsel, a certificate by the President and Secretary of each Constituent Corporation, under the corporate seal, settinf forth a copy of this Plan of Merger, showing that it has been adopted by the shareholders of such Corporation, and setting forth such other information as required by the applicable laws of the State of Minnesota (such certificates being hereinafter collectively referred to as the Certificate of Merger), together with a certified copy of the order of the Interstate Commerce Commission approving the merger, shall be filed for record in the office of the Secretary of State of the State of Minnesota.



"(8) When the Certificate of Merger has been thus filed for record with the Secretary of State of the State of Minnesota, the merger of the Soo Line and the Wisconsin into the South Shore under the Plan shall become effective, and the date upon which such Certificate is so filed for record shall be the date herein referred to as the Merger Date.

"(9) On or promptly after the Merger Date a notice, signed on behalf of each of the Constituent Corporations by its President or by another office or officers authorized by the Board of Directors of such corporation to sign such notiece, that the conditions by this ARTICLE TWO have been complied with, and that the merger has become effective, shall be filed with the Interstate Commerce Commission. To such notice counterparts of the opinions of counsel, referred to in paragraph (6) of this ARTICLE TWO, shall be attached.

"ARTICLE THREE"

"The manner and basis of converting the shares of the Constituent Corporations into shares of the South Shore as the surviving corporation, with its corporate name changed to SOO LINE RAILROAD COMPANY, shall be as follows:

"(1) Upon the filing for record of the Certificate of Merger in the office of the Secretary of State of the State of Minnesota, (a) each common share of the Soo Line outstanding immediately prior to the Merger Date shall be converted into and become two and five hundredths (2.05) fully paid and nonassessable common shares of Soo Line Railroad Company; and (c) each common share of the South Shore outstanding immediately prior to the Merger Date shall be converted into and become seventy-five hundredths (0.75) of a fully paid and nonassessable common share of Soo Line Railroad Company.

"(2) Each holder of a certificate for common shares of the Soo Line outstanding immediately prior to the Merger Date, upon surrender of such certificate for cancellation to an agent to be designated for the purpose by the Soo Line Railroad Company, shall be entitled to receive a certificate for the number of full common shares and a scrip certificate for any fractional share of Soo Line Railroad Company to which such holder is entitled under clause (a) of the foregoing paragraph (1).

"(3) Each holder of a certificate for common shares of the Wisconsin Central outstanding immediately prior to the Merger Date, upon surrender of such certificate for cancellation to an agent to be designated for the purpose by the Soo Line Railroad Company, shall be entitled to receive a certificate for any fractional share of Soo Line Railroad Company to which such holder is entitled under clause (b) of the foregoing paragraph (1).

"(4) Each holder of a certificate for common shares of the South Shore outstanding immediately prior to the Merger Date, upon surrender of such certificate for cancellation to an agent designated for the purpose by the Soo Line Railroad Company, shall be entitled to receive a certificate for the number of full common shares and a scrip certificate for any fractional share of Soo Line Railroad Company to which such holder is entitled under clause (c) of the foregoing paragraph (1).

"(5) If certificates for common shares of Soo Line Railroad Company are issued originally in temporary form, such certificates shall be exchangeable for definitive certificates without cost to shareholders as soon as the definitive certificates shall have been prepared.

"(6) Scrip certificates for fractional common shares of Soo Line Railroad Company resulting from the conversion rates specified in paragraph (1) of this ARTICLE THREE shall be provided in the following manner:

"For a period of two years next following the Merger Date, scrip certificates in bearer form shall be issued for such fractional shares. At any time within such period, Soo Line Railroad Company, upon surrender to it of scrip certificates in amounts representing in the aggregate one or more full shares, shall issue a certificate or certificates for such number of full shares, together with a new scrip certificate for any remaining fractional share, and pay over the amount of any dividends upon such full shares payable to shareholders of record on or after the Merger Date. The right to exchange scrip certificates for certificates representing full shares shall expire at the end of such two-year period. Scrip certificates shall not entitle the holder thereof to any of the rights, powers, or privileges of a shareholder of Soo Line Railroad Company, and the holder thereof shall have only such rights and privileges as are expressly provided fore herein. The Board of Directors of Soo Line Railroad Company is authorized to make and enforce any and all reasonable regulations, not inconsistent herewith, governing the issue and manner of exchange of scrip certificates hereunder, as it in its discretion may deem avisable, including the appointment of an agent or agents for the purpose of exchanging full share certificates for scrip certificates and for the purpose of paying to bearers of scrip certificates the cash proceeds of the sales of shares as hereinafter provided.

"As soon as may be practicable after the expiration of two years next following the Merger Date, Soo Line Railroad Company shall cause to be sold for cash, at public or private sale, at the then prevailing market prices, the aggregate number of common shares deliverable upon the surrender of all scrip certificates outstanding at the end of such two-year period. To the sum of money realized from the sale of all such shares, there shall be added the amount of all dividends which would

have been paid on said shares if such shares had been issued on the Merger Date and had remained outstanding up to the date of such sale, and the aggregate sum of money applicable to all such shares shall be held by Soo Line Railroad Company, or an agent to be appointed by it, as a fund for the benefit of holders of scrip certificates for such shares. Thereafter, and until the expiration of six years next following the Merger Date, each holder of a scrip certificate for such shares, upon surrender of the scrip certificate, shall be entitled to receive his pro rata share of the fund applicable to such shares without interest, and he shall have no other or further rights in respect of said scrip certificate. After the expiration of the six-year period hereinabove set forth, all such scrip certificates shall be void for all purposes, and any undistributed portion of the aforesaid fund shall become the absolute property of Soo Line Railroad Company free of all claims of holders of scrip certificates.

"(7) If any certificate or certificates of the common shares of Soo Line Railroad Company are to be issued in a name other than that appearing upon the certificate or certificates for shares of the Constituent Corporations surrendered for exchange as hereinabove provided, it shall be a condition of such issuance that the certificate or certificates so surrendered shall be properly endorsed for transfer and that the person requesting such exchange shall pay to Soo Line Railroad Company, or its transfer agent, any transfer or other taxes required by reason thereof, or establish to the satisfaction of Soo Line Railroad Company, or its transfer agent, that such taxes have been paid or are not payable.

"(8) From and after the date on which certificates for common shares of Soo Line Railroad Company shall be made available for exchange in accordance with the foregoing provisions, the holders of shares of the Constituent Corporations shall not be entitled to vote at any meeting of shareholders of Soo Line Railroad Company or be entitled to receive any dividend unless and until they shall have exchanged their certificates for temporary or definitive certificates of common shares of Soo Line Railroad Company, issuable in exchange therefor, as herein provided; but upon making such exchanges they shall be entitled to receive all dividends paid or payable to shareholders of record on or after the Merger Dage with respect to the common shares of Soo Line Railroad Company represented by full share certificates. After the Merger Date there shall be no further issue or transfer of certificates of common shares of the Constituent Corporations and, if such certificates are presented to Soo Line Railroad Company, they shall be cancelled and certificates for common shares and scrip certificates of Soo Line Railroad Company shall be issued in exchange therefor in accordance with the terms and conditions hereinafter set forth.

"ARTICLE FOUR"

"Other details of the merger which are deemed necessary or desirable are the following:

"(1) To implement this Plan of Merger, South Shore and its shareholders shall take such action as required by the laws of the State of Minnesota to change its corporate name to 'Soo Line Railroad Company', eliminate the voting rights of its bondholders and the preemptive rights of its shareholders, and increase its authorized shares to 1,400,000 common shares without par value.

"(2) The initial Board of Directors of the surviving corporation shall consist of all of the persons who on the Merger Date are directors of the Constituent Corporations, and they shall hold office until the first annual meeting of shareholders of the Soo Line Railroad Company thereafter, except as otherwise provided in the By-Laws.

"(3) Pending integration of management by the initial Board of Directors of the surviving corporation, the officers of South Shore on the Merger Date shall continue as officers of Soo Line Railroad Company.

"(4) The By-Laws of the South Shore relating to the number of Directors, their qualifications and terms of office, shall be amended to provide as follows:

"NUMBER OF DIRECTORS. The business, property and affairs of the Company shall be managed by a board of directors elected at each annual meeting of shareholders for a term of one year. Until the first annual meeting of shareholders after the adoption of this by-law, the board of directors shall consist of thirty directors. Thereafter the number of directors shall be reduced in the manner provided herein without amendment of this by-law. At the first annual meeting of shareholders after the adoption of this by-law, and at each annual meeting of shareholders thereafter, the number of directors shall be reduced by the number of vacancies, if any, that have occurred and have not been filled during the preceding year, but in no event shall the number of directors be less than nineteen.

"QUALIFICATION OF DIRECTORS. Directors need not be shareholders of the Company; but each person elected as a director shall forthwith be notified of his election by the secretary, and shall qualify as a director by signifying his acceptance within thirty days after the date of such notice. In case any person elected as a director shall not, within thirty days after the date of the notice of his election, signify his acceptance, the board of directors may declare a vacancy to exist.



"TENURE OF DIRECTORS. Each director shall serve for the term for which he shall have been elected and until his successor shall have been elected and shall qualify. If any vacancy shall occur in in the board of directors during a term, the vacancy shall not be filled unless the number of directors remaining in office shall be less than nineteen, or unless a vacancy occurs in the office of President and it is necessary to qualify his successor by election to the board of directors, in either of which events the remaining directors, by affirmative vote of a majority thereof, shall elect a director to fill such vacancy until the next annual meeting of the shareholders.

With that exception, unless and until they are further amended or repealed, the By-Laws of the South Shore as they shall exist on the Merger Date, shall continue to be the By-Laws of Soo Line Railroad Company.

"(5) Between January 1, 1960, and the Merger Date none of the Constituent Corporations shall declare or pay any dividend on its common shares or make any other distribution in respect of such shares for any calendar year (or the portion of any calendar year between the Merger Date and the immediately preceding January 1), without the consent of the Boards of Directors of the other Constituent Corporation, unless (i) such dividend or distribution is at a rate not in excess of $1.00 per share per annum, or (ii) the total amount of such dividend or distribution is not in excess of an amount equal to 50% of such Constituent Corporation's net income for such calendar year (or portion thereof) after appropriations for sinking funds.

"(6) Prior to the Merger Date none of the Constituent Corporations will issue any new shares of any class, or give any options to purchase or accept subscriptions for any such shares, except as required by their respective Plans of Reorganization or pursuant to contracts in effect at the date hereof.

Approved by the Board of Directors of MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY on March 15, 1960

(CORPORATE SEAL)

ATTEST:

G. C. Stromberg
Secretary

Approved by the Board of Directors of WISCONSIN CENTRAL RAILROAD COMPANY on March 15, 1960

(CORPORATE SEAL)

ATTEST:

R. R. Galligan
Secretary

Approved by the Board of Directors of DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY on March 15, 1960

(CORPORATE SEAL)

ATTEST:

Thomas M. Beckley
Secretary

"The Chairman then made the following statement on the proposed Plan of Merger:

"Pursuant to direction of the Board of Directors the officers undertook and completed a study with the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and the Duluth, South Shore and Atlantic Railroad Company as to the efficiencies and economies or other advantages which might result from the merger of the three companies. In addition, a Plan of Merger was prepared. This study and the Plan of Merger were submitted to the Board of Directors of this company at its meeting held on March 15, 1960. The Plan of Merger was approved by a resolution of the Board with the direction that it should be submitted to the vote of shareholders of record on April 8,1960, at the Annual Meeting of shareholders to be held on May 17, 1960. All shareholders on the record date have been supplied with a Proxy Statement and with a copy of the Plan of Merger.

"The Plan of Merger was also approved by the Boards of Directors of the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and the Duluth, South Shore and Atlantic Railroad Company on March 15, 1960, and is being submitted to stockholders of each of those companies for their consideration at meetings being held today.

"Approval of the Plan of Merger by stockholders of the company will require the favorable vote of a majority of the outstanding common shares. In addition, approval and authorization of the Interstate Commerce Commission are also required.

"Upon consummation of a merger the separate corporate existence of the company and the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company would terminate and the Duluth, South Shore and Atlantic Railroad Company, renamed "Soo Line Railroad Company", as a surviving corporation would become vested with all the property and rights of the three corporations and would become liable for all their debts and obligations. The outstanding shares of capital stock of the three corporations would be converted into shares of the surviving corporation in the ratios set forth in the Plan of Merger.

"The surviving corporation would expressly assume the existing mortgages of the company and the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company by supplemental indentures. The existing mortgage of the Duluth, South Shore and Atlantic Railroad Company would be modified in certain respects by supplemental indentures with the consent of the holders of all of the bonds then secured by that mortgage.

"The various supplemental indentures would contain a formula which would treat the property of each of the three companies as though it were a mortgage division. Under this formula each mortgage division will be assigned a percentage of certain of the merged company's revenues and expenses as a basis for determining available net income. From available net income interest on the several mortgage issues of each company is to be paid. The formula also provides in the event the available net income for any mortgage division in any year is insufficient to cover the contingent interest and sinking fund requirements of that division, any available net income of the other divisions in excess of such other divisions' requirements for contingent interest and sinking funds will be used and applied in the division whose available net income is insufficient to meet its requirements. The formula provides that the Wisconsin Central division will absorb out of the amount allocated to it under the percentage formula the fixed interest on the Wisconsin Central First Mortgage Bonds.

"I have given serious consideration to the Plan of Merger and to the advisability of our company unifying with the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and the Duluth, South Shore and Atlantic Railroad Company. Unification will result in many advantages and in savings which are of important significance to the welfare of our company. I believe it is in the best interests of the Wisconsin Central Railroad Company to merge with the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and the Duluth, South Shore and Atlantic Railroad Company on the basis outlined in the Plan of Merger and I recommend you approve such a merger."

"At the request of the Chairman the Secretary read the resolution which had been prepared pertaining to the Plan of Merger, as follows:

"RESOLVED, that the Plan of Merger in the form submitted to this meeting, as approved by the Board of Directors of the Company at a Regular Meeting thereof on March 15, 1960, providing for the merger of this Company and Minneapolis, St. Paul and Sault Ste. Marie Railroad Company into Duluth, South Shore and Atlantic Railroad Company upon the terms and conditions therein stated be, and the same hereby is, approved and adopted.

"Upon motion by Mr. Galligan, seconded by Mr. Sidnam, it was moved that the resolution pertaining to the Plan of Merger as read by the Secretary be adopted.

"The Chairman then instructed the Inspectors to distribute the ballots for the vote on the resolution pertaining to the Plan of Merger to those persons entitled to vote thereon at the meeting, receive and inspect the ballots cast, count the votes and report the results to the Chairman.

"Thereupon the Inspectors reported to the Chairman as follows:

REPORT OF INSPECTORS ON
VOTES CAST FOR THE ADOPTION OF
PLAN OF MERGER

"We, the undersigned, duly appointed Inspectors to act at the annual Meeting of Shareholders of Wisconsin Central Railroad Company, a Minnesota corporation, held on this 17th day of May, 1960, at 10:00 o'clock A.M., do hereby report that a vote by ballot was taken at the meeting on the resolution set out below and that 196,684 votes were cast in favor of and 210 votes against the adoption of said resolution.

"RESOLVED, that the Plan of Merger in the form submitted to this meeting, as approved by the Board of Directors of the Company at a Regular Meeting thereof on March 15, 1960, providing for the merger of this Company and Minneapolis, St. Paul & Sault Ste. Marie Railroad Company into Duluth, South Shore and Atlantic Railroad Company upon the terms and conditions therein stated be, and the same hereby, is approved and adopted.

"Dated at Minneapolis, Minnesota, May 17, 1960.

Carl H. Meyrick

Leo P. Mesenbourg

Glen O. Petree
Inspectors

"The Chairman then stated that the report of the inspectors showed that 196,684 votes had been cast for and 210 votes had been cast against the adoption of the resolution by the shareholders. The total votes cast for the adoption of the resolution constitutes more than a majority of all outstanding shares.

"Accordingly the Chairman delcared the resolution approving and adopting the Plan of Merger had been duly adopted by the necessary number of votes of shareholders of the Company.



"The Chairman then announced that since the Plan of Merger had been approved and adopted by the requisite vote of the shareholders of the Company, it is necessary for the shareholders to authorize and approve the execution of an appropriate Certificate of Consolidation by Merger on behalf of the Company, and the filing thereof for record in the office of the Secretary of State of Minnesota in order to make the merger effective under the laws of that state. Of course, said certificate will not be used unless the proposed merger is approved by the shareholders of all of the merging companies and by the Interstate Commerce Commission.

"At tge request of the Chairman the Secretary read the resolution which had been prepared pertaining to the Certificate of Consolidation by Merger, as follows:

"RESOLVED, that the proper officers of this Company be, and hereby are, authorized and directed on behalf of this Company to join with the proper officers of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Duluth, South Shore and Atlantic Railroad Company in executing and filing for record in the office of the Secretary of State of Minnesota the following certificate of consolidation by mergerin order to effectuate the merger of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company in accordance with the terms and conditions set forth in the Plan of Merger approved and adopted at this meeting:

"CERTIFICATE OF CONSOLIDATION BY MERGER"

"The undersigned hereby certify that the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company have agreed to merge their corporations, properties and franchises into Duluth, South Shore and Atlantic Railroad Company as the surviving corporation to be known as Soo Line Railroad Company; that the Plan of Merger attached hereto as Exhibit A states the terms and conditions of the merger and is incorporated herein by reference and made a part hereof as fully as if set forth herein by reference and made a part hereof as fully as if set forth herein; that said Plan of Merger was approved by the Board of Directors of each of said corporations on March 15, 1960, approved and adopted by the affirmative vote of stockholders owning more than two-thirds of the outstanding stock of Minneaplis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company at the regular Annual Meetings of said stockholders, separately held on May 17, 1960, and approved and adopted by the written consent of the sole stockholder owning all of the outstanding stock of Duluth, South Shore and Atlantic Railroad Company on May 17, 1960; that said merger has been approved and authorized by the Interstate Commerce Commission as required by the Interstate Commerce Act; and that upon the filing of this Certificate, accompanied by such other documents as shall be required by law and said Plan of Merger, Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company shall be merged into Duluth, South Shore and Atlantic Railroad Company according to and with the effect set forth in said Plan of Merger.

"Dated at Minneapolis, Minnesota, this _____ day of _____, 196 ___.

Corporate Seal
ATTEST:

_____
SECRETARY

MINNEAPOLIS, ST. PAUL & SAULT
STE. MARIE RAILROAD COMPANY,

By _____
PRESIDENT

Corporate Seal
ATTEST:

_____
SECRETARY

WISCONSIN CENTRAL RAILROAD COMPANY

By _____
PRESIDENT

Corporate Seal
ATTEST:

_____
SECRETARY

DULUTH, SOUTH SHORE AND ATLANTIC
RAILROAD COMPANY

By _____
PRESIDENT

"Upon motion by Mr. Galligan, seconded by Mr. Sidnam, it was moved that the resolution pertaining to the Certificate of Consolidation by Merger as read by the Secretary be adopted.

"The Chairman then instructed the Inspectors to distribute the ballots for the vote on the resolution pertaining to the Certificate of Consolidation by Merger to those persons entitled to vote thereon at the meeting, receive and inspect the ballots cast, count the votes and report the results to the Chairman.

"Thereupon the Inspectors reported to the Chairman as follows:

REPORT OF INSPECTORS ON VOTES CAST FOR
THE ADOPTION OF RESOLUTION RESPECTING
CERTIFICATE OF CONSOLIDATION BY MERGER

"We, the undersigned, duly apppointed Inspectors to act at the Annual Meeting of Shareholders of Wisconsin Central Railroad Company, a Minnesota corporation, held on this 17th day of May, 1960, at 10:00 o'clock A. M., do hereby report that a vote by ballot was taken at the meeting on the resolution set out below and that 196,684 votes were cast in favor of and 210 votes against the adoption of said resolution.

"RESOLVED, that the proper officers of this Company be, and hereby are, authorized and directed on behalf of this Company to join with the proper officers of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Duluth, South Shore and Atlantic Railroad Company in executing and filing for record in the office of the Secretary of State of Minnesota the following certificate of consolidation by merger in order to effectuate the merger of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company in accordance with the terms and conditions set forth in the Plan of Merger approved and adopted at this meeting:

"CERTIFICATE OF CONSOLIDATION BY MERGER"

"The undersigned hereby certify that the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company have agreed to merge their corporations, properties and franchises into Duluth, South Shore and Atlantic Railroad Company as the surviving corporation to be known as Soo Line Railroad Company; that the Plan of Merger attached hereto as Exhibit A states the terms and conditions of the merger and is incorporated herein by reference and made a part hereof as fully as if set forth herein; that said Plan of Merger was approved by the Board of Directors of each of said corporations on March 15, 1960, approved and adopted by the affirmative vote of stockholders owning more than two thirds of the outstanding stock of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company at the regular Annual Meetings of said stockholders, separately held on May 17, 1960, and approved and adopted by the written consent of the sole stockholder owning all of the outstanding stock of Duluth, South Shore and Atlantic Railroad Company on May 17, 1960; that said merger has been approved and authorized by the Interstate Commerce Commission as required by the Interstate Commerce Act; and that upon the filing of this Certificate, accompanied by such other documents as shall be required by law and said Plan of Merger, Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company shall be merged into Duluth, South Shore and Atlantic Railroad Company according to and with the effect set forth in said Plan of Merger.

"Dated at Minneapolis, Minnesota this _____ day of _____, 196__.

Corporate Seal
ATTEST:

_____
Secretary

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY

By_____
President

Corporate Seal
ATTEST:

_____
Secretary

WISCONSIN CENTRAL RAILROAD COMPANY

By_____
President

Corporate Seal
ATTEST:

_____
Secretary

DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY

By_____
President

"Dated at Minneapolis, Minnesota, May 17, 1960.

Carl H. Meyrick

Leo P. Mesenbourg

Glen O. Petree
Inspectors

"The Chairman then stated that the report of the inspectors shows that 196,684 votes had been cast for and 210 votes had been cast against the adoption of the resolution by the shareholders.

"Accordingly the Chairman declared the resolution respecting the Certificate of Consolidation by Merger had been duly adopted by the necessary number of votes of shareholders of the Company,"

3. The Merger in accordance with said Plan of Merger was approved and authorized by the Interstate Commerce Commission by report and order dated November 30, 1960, in Finance Docket No. 21,108, and said order has become final.

4. Said Plan of Merger has not been terminated or the merger abandoned in the manner provided therein, and the Company's Board of Directors has determined that the terms and conditions imposed by the Interstate Commerce Commission approving the Plan and authorizing the merger do not vary materially from the express provisions of the Plan.

5. A list of the Stockholders of the Company, and the number of shares held by each at the close of business on April 8, 1960, the record date for said meeting of stockholders, is filed simultaneously pursuant to law.

Dated at Minneapolis, Minnesota, this 30th day of December, 1960.

E. F. Zelle
President E. F. Zelle

R. R. Galligan
Secretary R. R. Galligan

(Corporate Seal)

STATE OF MINNESOTA )
) SS
COUNTY OF HENNEPIN )

On this 30th day of December, 1960, before me Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared E. F. Zelle and R. R. Galligan, to me personally known and known to me to be the President and Secretary, respectively, of Wisconsin Central Railroad Company, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of said corpation; that the seal affixed to the foregoing instrument as such officers, and caused the corporate seal of said corporation to be affixed thereto, by authority of the board of directors and stockholders of said corporation and as their free and voluntary act on behalf of said corporation for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 30th day of December, 1960.

EDWIN G. WATTS
EDWIN G. WATTS
Notary Public, Hennepin County, Minn.
My Commission Expires Oct. 10, 1966

(Notarial Seal)

CERTIFICATE OF
APPROVAL AND ADOPTION OF PLAN OF MERGER
BY
DULUTH, SOUTH SHORE AND ATLANTIC RAILROAD COMPANY

We, LEONARD H. MURRAY and THOMAS M. BECKLEY, president and secretary, respectively, of Duluth, South Shore and Atlantic Railroad Company, a Minnesota corporation (hereinafter referred to as the Company), hereby certify that:

1. The following is a true and correct record of the action taken by the Board of Directors of the Company, as contained in the minutes of the special meeting of the Board of Directors held on March 15, 1960, approving the merger of the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company upon the terms and conditions set forth in the Plan of Merger attached as Exhibit A to the Certificate of Consolidation by Merger filed by said corporations in the office of the Secretary of State of Minnesota:

"The President thereupon made a report of the affairs of the Company. A copy of the report is in the Secretary's files. In the course of his report, the President made the following remarks with respect to the Plan of Merger of the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into the Company:

"Pursuant to previous direction by the Board of Directors, the officers have completed a study with the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and the Wisconsin Central Railroad Company as to the efficiencies, economies or other advantages which might result from a merger of the companies. In addition, a Plan of Merger has been prepared. You have all been supplied with a copy of a report and of statistical exhibits and with a draft Plan of Merger and related documents. Under this Plan of Merger the three companies would be unified under the name of "Soo Line Railroad Company".

"I have given serious consideration to the Plan of Merger and to the advisability of our Company unifying with the Soo Line and the Wisconsin Central. I believe it is in the best interest of the Company to merge with the Soo Line and the Wisconsin Central on the basis outlined in the Plan of Merger and I recommend you approve such a merger.

"The Plan of Merger if approved by you will also have to be approved by a majority of the holders of outstanding common shares of our Company. Approval and authorization of the Interstate

Commerce Commission is also required.

"Upon consummation of a merger the separate corporate existence of the Wisconsin Central and the Soo Line would terminate and the Duluth, South Shore and Atlantic Railroad Company, reamed "Soo Line Railroad Company", as the surviving corporation would become vested with all of the property and rights of the three corporations and would become liable for all their debts and obligations. The outstanding shares of capital stock of the three corporations would be converted into shares of the surviving corporation in the ratios set out in the Plan.

"The surviving corporation would expressly assume the existing mortgages of the Wisconsin Central and Soo Line by supplemental indentures. The existing mortgage of the DSS&A would be modified in certain respects by supplemental indentures with the consent of the holders of all of thebonds then secured by that mortgage.

"The various supplemental indentures would contain a formula which would treat the property of each of the three companies as though it were a mortgage division. Under this formula each mortgage division will be assigend a percentage of certain of the merged company's revenues and expenses as a basis for determining available net income. From available net income interest on the several mortgage issues of each company is to be paid. The formula provides in the event the available net income for any mortgage division in any year is insufficient to cover the contingent interest and sinking fund requirements of that division, any available net income of the other divisions in excess of such other divisions' requirements for contingent interest and sinking funds will be used and applied in the division whose available net income is insufficient to meet its requirements. The formula further provides that the Wisconsin Central division must absorb out of the amount allocated to it under the percentage formula the fixed interest on the Wisconsin Central First Mortgage Bonds.

"I sincerely hope you will also conclude, as I have, that it is in the best interest of our Company to approve the Plan of Merger.

"The following resolution was moved by Mr. Archibald and seconded by Mr. Lovell, and after discussion was adopted by unanimous vote of the directors voting:

"RESOLVED that the Plan of Merger of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company presented to this meeting be, and hereby is, approved and the Secretary of this Company is directed to file a copy thereof with the minutes of this meeting;

"RESOLVED, FURTHER, that this Company make application, either separately or jointly with the other corporations participating in the Plan, to the Interstate Commerce Commission for approval and authorization of the proposed merger; and that Leonard H. Murray, President, or A. G. Greenseth, Vice President, be, and hereby is, authorized to sign, verify and file on behalf of this Company such applications and any and all necessary amendments and supplements thereto; and

"RESOLVED, FURTHER, that if the Plan of Merger is approved by the requisite vote of the Shareholders of this Company and the other corporations participating therein, and if the proposed merger is approved and authorized by the Interstate Commerce Commission, the proper officers of this Company be, and hereby are, authorized and directed in the name and on behalf of this Company to sign, verify and file such certificates and other instruments and take such other action as may be necessary or appropriate to carry the Plan of Merger into effect and consummate said merger in accordance with applicable laws."

2. The following is a true and correct copy of the written consent executed and filed with the Secretary of the Company on May 17, 1960, by Canadian Pacific Railway Company as the holder of all of the outstanding Common Stock of Duluth, South Shore and Atlantic Railroad Company consenting to and authorizing and directing the execution by the proper officers of the Duluth, South Shore and Atlantic Railroad Company jointly with the proper officers of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company and the filing for record in the office of the Secretary of State of Minnesota of the Certificate of Consolidation by Merger set forth in said Consent and approving and adopting the Plan of Merger referred to therein:

"CONSENT"

"Canadian Pacific Railway Company, as the holder of 210,000 shares representing all of the outstanding common stock of Duluth, South Shore and Atlantic Railroad Company, hereby consents to and by these presents authorizes and directs the execution by the proper officers of the Duluth, South Shore and Atlantic Railroad Company jointly with the proper officers of Minneapolis, S.t Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company and the filing for record in the office of the Secretary of State of Minnesota of the following Certificate of Consolidation by merger in order to effectuate the merger of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company into Duluth, South Shore and Atlantic Railroad Company in accordance with the Plan of Merger described in and attached to the said Certificate.



"CERTIFICATE OF CONSOLIDATION BY MERGER"

"The undersigned hereby certify that the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company have agreed to merge their corporations, properties and franchises into Duluth, South Shore and Atlantic Railroad Company as the surviving corporation to be known as Soo Line Railroad Company; that the Plan of Merger attached hereto as Exhibit A states the terms and conditions of the merger and is incorporated herein by reference and made a part hereof as fully as if set forth herein; that said Plan of Merger was approved by the Board of Directors of each of said corporations on March 15, 1960, approved and adopted by the affirmative vote of stockholders owning more than two thirds of the outstanding stock of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company at the regular annual meetings of said stockholders, separately held on May 17, 1960, and approved and adopted by the written consent of the sole stockholder owning all of the outstanding stock of Duluth, South Shore and Atlantic Railroad Company on May 17, 1960; that said merger has been approved and authorized by the Interstate Commerce Commission as required by the Interstate Commerce Act; and that upon the filing of this Certificate, accompanied by such other documents as shall be required by law and said Plan of Merger, Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and Wisconsin Central Railroad Company shall be merged into Duluth, South Shore and Atlantic Railroad Company according to and with the effect set forth in said Plan of Merger.

MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE RAILROAD COMPANY

By _____
President

ATTEST:

_____
Secretary

Corporate Seal

WISCONSIN CENTRAL RAILROAD COMPANY

By _____
President

ATTEST:

_____
Secretary

Corporate Seal

DULUTH SOUTH SHORE AND ATLANTIC RAILROAD COMPANY

By _____

ATTEST:

_____
Secretary

Corporate Seal

Dated this 17th day of May, 1960.

CANADIA PACIFIC RAILWAY COMPANY

By L. B. Unwin
Vice President

By T. F. Turner
Secretary

Corporate Seal

3. The merger in accordance with said Plan of Merger was approved and authorized by the Interstate Commerce Commission by report and order dated November 30,1960, in Finance Docket No. 21,108, and said order has become final.

4. Said Plan of Merger has not been terminated or the merger abandoned in the manner provided therein, and the Company's Board of Directors has determined that the terms and conditions imposed by the Interstate Commerce Commission approving the Plan and authorizing the merger do not vary materially from the express provisions of the Plan.

5. A list of the Stockholders of the Company, andthe number of shares held by each as of May 17, 1960, the date of the Consent referred to in paragraph 2 above, is filed simultaneously pursuant to law.

Dated at Minneapolis, Minnesota, this 30th day of December, 1960.

Leonard H. Murray
President Leonard H. Murray

Thomas M. Beckley
Secretary Thomas M. Beckley

Corporate Seal

STATE OF MINNESOTA )
) SS
COUNTY OF HENNEPIN )

On this 30th day of December, 1960, before me, Edwin G. Watts, a Notary Public in and for the County and State aforesaid, personally appeared Leonard H Murray and Thomas M. Beckley, to me personally known and to me known to be the President and Secretary, respectively, of Duluth, South Shore and Atlantic Railroad Company, a corporation of the State of Minnesota, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are the President and Secretary, respectively,of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed and delivered the foregoing instrument as such officers, and caused the corporate seal of said corporation to be affixed thereto, by authority of the board of directors and stockholders of said corporation and as their free and voluntary act on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State aforesaid this 30th day of December, 1960.

Edwin G. Watts
EDWIN G. WATTS
Notary Public, Hennepin County, Minn.
My Commission Expires Oct. 10, 1966.

Notarial Seal

CERTIFICATE
OF
ARTICLES OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
DULUTH, SOUTH SHORE AND ATLANTIC
RAILROAD COMPANY

We, the undersigned, Leonard H. Murray and Thomas M. Beckley, respectively the president and secretary of Duluth, South Shore and Atlantic Railroad Company, a corporation organized under or subject to the provisions of Chapter 301, Minnesota Statutes, known as the Minnesota Business Corporation Act, do hereby certify that all the holders of shares, entitled to notice of a meeting to vote on an amendment to the articles of incorporation, signed a writing, filed with the corporation, authorizing an amendment of the articles of incorporation of Duluth, South Shore and Atlantic Railroad Company, amending Article I to read as follows:

ARTICLE I

The name of this company is SOO LINE RAILROAD COMPANY.

IN WITNESS WHEREOF, we have subscribed our names and caused the corporate seal of said corporation to be hereto affixed this 30th day of December, 1960.

In presence of:

Mae F. Brandmill
Mae F. Brandmill

Irene L. Anderson
Irene L. Anderson

Leonard H. Murray
President Leonard H. Murray

Thomas M. Beckley
Secretary Thomas M. Beckley

Corporate Seal



STATE OF MINNESOTA )
) SS
COUNTY OF HENNEPIN )

Leonard H. Murray and Thomas M. Beckley, being first duly sowrn, on oath depose and say: that they are respectively the president and secretary of Duluth, South Shore and Atlantic Railroad Company, the corporation named in the foregoing certificate; that said certificate contains a true statement of the written consent of the shareholders to the amendment of the articles of incorporation that the seal attached is the corporate seal of the said corporation; that said certificate is executed on behalf of the corporation; and they further acknowledge the same to be their free act and deed and the free act and deed of said corporation.

Leonard H. Murray
Leonard H. Murray

Thomas M. Beckley
Thomas M. Beckley

Subscribed and sworn to before me
this 30th day of December, 1960.

Edwin G. Watts
EDWIN G. WATTS
Notary Public, Hennepin County, Minn.
My Commission Expires Oct. 10, 1966.

Notarial Seal

STATE OF WISCONSIN
Department of State } ss.
Received this 19th day of
Aug. A. D. 19 64 at 10
o'clock A M. and recorded in Vol.
42 of R R M
on page 401-438 (370-398)
Secretary of State

STATE OF MINNESOTA
DEPARTMENT OF STATE

I hereby certify that the within instrument was filed for record in this office on the 30 day of Dec.
A:D. 1960, at 10:45 O'clock A. M.
and was duly recorded in Book -20
of Incorporations, on page 57
/s/ JOSEHP L. DONOVAN
Secretary of State

401 INDEXED (see #1,75)



R E L E A S E

COVERING LAND IN THE CITY OF OSHKOSH, COUNTY OF WINNEBAGO, WISCONSIN

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

UNIVERSAL FOUNDRY COMPANY

DATED, JUNE 2, 1964

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto UNIVERSAL FOUNDRY COMPANY, a Wisconsin Corporation all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Oshkosh, County of Winnebago, and State of Wisconsin, and described as follows, to wit:

PARCEL 1:

The Northwesterly Half (NW'ly ½) of Lot Eleven (11) and all of Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), together with all right, title and interest to the Northwesterly Half (NW'ly ½) of Pine Street, also known as Dawes Street, lying adjacent to Lots Twelve (12); also, all of Lot Nineteen (19) and all that part of Lots Eighteen (18) and Twenty (20) lying Northeasterly of a line drawn from a point on the Northwesterly line of said Lot Twenty (20), a distant Fifty-Eight and Forty-Five One-Hundredths (58.45) feet Northeasterly of, as measured along the Northwesterly line of said Lot Twenty (20) from the most Westerly corner of said Lot Twenty (20) to a point on the Southeasterly line of said Lot Eighteen (18), distant Fifty-Seven (57) feet Northeasterly of, as measured along the Southeasterly line of said Lot Eighteen (18) from the most Southerly corner of said Lot Eighteen (18) all in Block "L" in Western Addition to the First Ward to the City of Oshkosh, Wisconsin.

PARCEL 2:

That part of Lots Three (3) and Four (4) lying Northeasterly of a line drawn parallel with and distant Eight and Five-Tenths (8.5) feet Northeasterly of, as measured radially from the center line of Spur Track I.C.C. Number 5 of the Chicago and North Western Railway Company, as now located and established, all in Block "G" in Western Addition to the First Ward in the City of Oshkosh, Wisconsin, together with all right, title and interest to the Southeasterly Half (SE'Ly ½) of Pine Street, also known as Dawes Street, lying adjacent to that part of said Lots Three (3) and Four (4) described above.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 2nd day of June A.D., Nineteen Hundred and Sixty-Four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKEE
Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

M. R. LEYDEN

H. O. FRASER

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 2nd day of June A.D., Nineteen Hundred and Sixty-Four.

G. N. SIMPSON, JR.
Notary Public
In and for the County of Cook in the
State of Illinois.

(NOTARIAL SEAL)

My Commission as such Notary Public Expires: November 12, 1967

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 28th day of August A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 439-440.

ROBERT C. ZIMMERMAN
Secretary of State



# RELEASE

COVERING LAND IN THE CITY OF OSHKOSH, COUNTY OF WINNEBAGO, WISCONSIN

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

UNIVERSAL FOUNDRY COMPANY

DATED, JUNE 10, 1964

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank New York Trust Company (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto UNIVERSAL FOUNDRY COMPANY, a Wisconsin Corporation all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Oshkosh, County of Winnebago, and State of Wisconsin, and described as follows, to wit:

PARCEL 1:

The Northwesterly Half (NW'ly ½) of Lot Eleven (11) and all of Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), together with all right, title and interest to the Northwesterly Half (NW'ly ½) of Pine Street, also known as Dawes Street, lying adjacent to Lot Twelve (12); also, all of Lot Nineteen (19) and all that part of Lots Eighteen (18) and Twenty (20) lying Northeasterly of a line drawn from a point on the Northwesterly line of said Lot Twenty (20), distant Fifty-Eight and Forty-Five One-Hundredths (58.45) feet Northeasterly of, as measured along the Northwesterly line of said Lot Twenty (20) from the most Westerly corner of said Lot Twenty (20) to a point on the Southeasterly line of said Lot Eighteen (18), distant Fifty-seven (57) feet Northeasterly of, as measured along the Southeasterly line of said Lot Eighteen (18) from the most Southerly corner of said Lot Eighteen (18) all in Block "L" in Western Addition to the First Ward to the City of Oshkosh, Wisconsin.

PARCEL 2:

That part of Lots Three (3) and Four (4) lying Northeasterly of a line drawn parallel with and distant Eight and Five-Tenths (8.5) feet Northeasterly of, as measured radially from the center line of Spur Track I.C.C. Number 5 of the Chicago and North Western Railway Company, as now located and established, all in Block "G" in Western Addition to the First Ward in the City of Oshkosh, Wisconsin, together with all right, title and interest to the Southeasterly Half (SE'ly ½) of Pine Street, also known as Dawes Street, lying adjacent to that part of said Lots Three (3) and Four (4), described above

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 10th day of June A.D., Nineteen Hundred and Sixty-Four.

CHEMICAL BANK NEW YORK TRUST COMPANY
as Trustee as aforesaid,

(SEAL)

By R. G. PINTARD
TRUST OFFICER

ATTEST:

H. OPPENHEIM
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

J. J. SMITH

R. BUCHHEIT

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

I, CLINTON G. MARTENS a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing; and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that H. OPPENHEIM resides at 347 Warwick Ave., Mt. Vernon, N.Y. and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 10th day of June A.D., Nineteen Hundred and Sixty-Four.

CLINTON G. MARTENS
Notary Public
In and for the County of New York in
the State of New York
No. 30-2553550
Qualified in Nassau County
Cert. filed in New York County
Term expires March 30, 1965

(NOTARIAL SEAL)

STATE OF WISCONSIN )
) ss
DEPARTMENT OF STATE )

Received this 28th day of August A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 441-442.

ROBERT C. ZIMMERMAN
Secretary of State



INDEXED (Fee #2.25)

QUITCLAIM DEED

COVERING CERTAIN LAND IN THE CITY OF OSHKOSH, WINNEBAGO COUNTY

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

UNIVERSAL FOUNDRY COMPANY

DATED, APRIL 16, 1964

- - - - - - - - - - -

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of Ten Thousand Four Hundred Twenty-Five and No/100 Dollars ($10,425.00), conveys and quitclaims to UNIVERSAL FOUNDRY COMPANY, a Wisconsin Corporation, Grantee, all interst in the following described real estate situated in the City of Oshkosh, County of Winnebago, and the State of Wisconsin to wit:

PARCEL 1:

The Northwesterly Half (NW'ly ½) of Lot Eleven (11) and all of Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), together with all right, title and interest to the Northwesterly Half (NW'ly ½) of Pine Street, also known as Dawes Street, lying adjacent to Lot Twelve (12); also, all of Lot Nineteen (19) and all that part of Lots Eighteen (18) and Twenty (20) lying Northeasterly of a line drawn from a point on the Northwesterly line of said Lot Twenty (20), distant Fifty-eight and Forty-Five One Hundredths (58.45) feet Northeasterly of, as measured along the Northwesterly line of said Lot Twenty (20) from the most Westerly corner of said Lot Twenty (20) to a point on the Southeasterly line of said Lot Eighteen (18), distant Fifty-Seven (57) feet Northeasterly of, as measured along the Southeasterly line of said Lot Eighteen (18) from the most Southerly corner of said Lot Eighteen (18), all in Block "L" in Western Addition to the First Ward to the City of Oshkosh, Wisconsin. Reserving, however, unto the Grantor, its successors and assigns, and its licenseees, Grantor's I.C.C. Spur Track Number 5, now located on said above described property, together with the right to use, occupy and enjoy a strip of land Eighteen (18) feet in width, being Nine (9) feet in width on each side of the center line of the said track for the proper maintenance and operation of said track until such time as said Grantor, its successors or assigns, shall permanently abandon the use of said track and remove the same from said premises.

PARCEL 2:

That part of Lots Three (3) and Four (4) lying Northeasterly of a line drawn parallel with and distant Eight and Five-Tenths (8.5) feet Northeasterly of, as measured radially from the center line of Spur Track I.C.C. Number 5 of the Chicago and North Western Railway Company, as now located and established, all in Block "G" in Western Addition to the First Ward in the City of Oshkosh, Wisconsin, together with all right, title and interest to the Southeasterly Half (SE'ly ½) of Pine Street, also known as Dawes Street, lying adjacent to that part of said Lots Three (3) and Four (4) described above. Excepting and reserving therefrom for the use and benefit of the Grantor, its successors and assigns, and its licensees, jointly with Grantee, its successors and assigns, and its licensees, a right of way or easement for foot passage and vehicular traffic over and across the Northeasterly Twenty (20) feet thereof; provided, however, that Grantee, its successors and assigns, may from time to time change the location of such right of way or easement and the width thereof to some other portion of the premises hereby conveyed, if the easement or right of way at such changed location shall afford to Grantor and its successors

and assigns and its licensees reasonable access to and across the premises for foot passage and vehicular traffic, and provided further that in the event Grantee, its successors or assigns, shall make improvements to the premises conveyed of such a nature that such an easement or right of way across the premises is no longer practicable then the easement or right of way hereby reserved to Grantor, its successors and assigns and its licensees shall immediately and forthwith terminate, and provided further that the easement or right of way hereby reserved to Grantor, its successors and assigns and its licensees, shall in all events terminate at the expiration of ten (10) years from the date hereof.

Dated this Sixteenth day of April, 1964.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered in Presence of: (SEAL)

By C. J. Fitzpatrick
President

V. J. Luisi

Attest T. A. Ross
Secretary

J. C. Wilson

Approved C. S. Anderson
Chief Title Officer

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. FITZPATRICK and T. A. ROSS, to me personally known and known to me to be, respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 16th of April, 1964.

A. S. FLECK
Notary Public in and for the County of Cook, in the State of Illinois

My Commission Expires: August 23, 1966.
(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 28th day of August A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 443-444.

ROBERT C. ZIMMERMAN
Secretary of State



# MORTGAGE

BY

THE ANN ARBOR RAILROAD COMPANY

TO

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

ON

Steam Screw Car Ferry called Ann Arbor No. 7
Including Engines, Masts & All Equipment

DATED SEPTEMBER 15, 1964

- - - - - - - - - - -

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That The Ann Arbor Railroad Company, Mortgagor, a corporation duly organized and existing under and by virtue of the laws of the State of Michigan, whose post office address is 13530 Michigan Avenue, Dearborn, Michigan, for the purpose of securing the payment of the existing indebtedness of Mortgagor to Mortgagee of Four Hundred Thousand Dollars ($400,000.00) and future advances from Mortgage to Mortgagor to an aggregate principal from time to time outstanding until paid (all of which existing and future indebtedness is hereinafter called the indebtedness), and in consideration of One Dollar ($1.00) to it paid, the receipt of which is hereby acknowledged, does by these presents grant, mortgage, bargain, sell, assign and set over unto the Detroit, Toledo and Ironton Railroad Company, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, whose post office address is 13530 Michigan Avenue, Dearborn, Michigan, all the following described vessel, goods, chattels, and personal property, to wit:

All of the steam screw car ferry called the Ann Arbor No. 7, official number 224430, of about 2934.98 gross tons and 1426 net tons register, which vessel is being modernized and will be renamed the motorvessel Viking, together with her engines and all of the masts, bowsprits, bolts, anchors, cables, chains, rigging, tackle, apparel, furniture, and all other necessaries now or which may hereafter become thereunto appertaining and belong, said property situated and now being at 3rd Street and Clough Avenue in the city of Superior, County of Douglas, and State of Wisconsin.

TO HAVE AND TO HOLD THE SAME FOREVER, upon condition that if said Mortgagor shall pay to said Mortgagee the indebtedness according to the following Schedule of Payments and terms and conditions then these presents shall cease and be void.

SCHEDULE OF PAYMENTS

ANN ARBOR RAILROAD BOAT MORTGAGE

Payments Based on $2,500,000.00 to be Adjusted to Actual Amount Borrowed When Known:

| No. | Date Due | Total Quarterly Payments | Interest @ 4-5/8% for The Quarter | Payment on a/c Principal | Balance of Principal |
|---|---|---|---|---|---|
| | | | | | $2,500,000.00 |
| 1 | 2-1-65 | $ 70,906.25 | $ 28,906.25 | $ 42,000.00 | $2,458,000.00 |
| 2 | 5-1-65 | 70,420.63 | 28,420.63 | " | 2,416,000.00 |
| 3 | 8-1-65 | 69,935.00 | 27,935.00 | " | 2,374,000.00 |
| 4 | 11-1-65 | 69,449.38 | 27,449.38 | " | 2,332,000.00 |
| 5 | 2-1-66 | 68,963.75 | 26,963.75 | " | 2,290,000.00 |
| 6 | 5-1-66 | 68,478.13 | 26,478.13 | " | 2,248,000.00 |
| 7 | 8-1-66 | 67,992.50 | 25,992.50 | " | 2,206,000.00 |
| 8 | 11-1-66 | 67,506.88 | 25,506.88 | " | 2,164,000.00 |
| 9 | 2-1-67 | 67,021.25 | 25,021.25 | " | 2,122,000.00 |
| 10 | 5-1-67 | 66,535.63 | 24,535.63 | " | 2,080,000.00 |
| 11 | 8-1-67 | 66,050.00 | 24,050.00 | " | 2,038,000.00 |
| 12 | 11-1-67 | 65,564.38 | 23,564.38 | " | 1,996,000.00 |
| 13 | 2-1-68 | 65,078.75 | 23,078.75 | " | 1,954,000.00 |
| 14 | 5-1-68 | 64,593.13 | 22,593.13 | " | 1,912,000.00 |
| 15 | 8-1-68 | 64,107.50 | 22,107.50 | " | 1,870,000.00 |
| 16 | 11-1-68 | 63,621.88 | 21,621.88 | " | 1,828,000.00 |
| 17 | 2-1-69 | 63,136.25 | 21,136.25 | " | 1,786,000.00 |
| 18 | 5-1-69 | 62,650.63 | 20,650.63 | " | 1,744,000.00 |
| 19 | 8-1-69 | 62,165.00 | 20,165.00 | " | 1,702,000.00 |
| 20 | 11-1-69 | 61,679.38 | 19,679.38 | " | 1,660,000.00 |
| 21 | 2-1-70 | 61,193.75 | 19,193.75 | " | 1,618,000.00 |
| 22 | 5-1-70 | 60,708.13 | 18,708.13 | " | 1,576,000.00 |
| 23 | 8-1-70 | 60,222.50 | 18,222.50 | " | 1,534,000.00 |
| 24 | 11-1-70 | 59,736.88 | 17,736.88 | " | 1,492,000.00 |
| 25 | 2-1-71 | 59,251.25 | 17,251.25 | " | 1,450,000.00 |
| 26 | 5-1-71 | 58,765.63 | 16,765.63 | " | 1,408,000.00 |
| 27 | 8-1-71 | 58,280.00 | 16,280.00 | " | 1,366,000.00 |
| 28 | 11-1-71 | 57,794.38 | 15,794.38 | " | 1,324,000.00 |
| 29 | 2-1-72 | 57,308.75 | 15,308.75 | " | 1,282,000.00 |
| 30 | 5-1-72 | 56,823.13 | 14,823.13 | " | 1,240,000.00 |
| 31 | 8-1-72 | 56,337.50 | 14,337.50 | " | 1,198,000.00 |
| 32 | 11-1-72 | 55,851.88 | 13,851.88 | " | 1,156,000.00 |
| 33 | 2-1-73 | 55,366.25 | 13,366.25 | " | 1,114,000.00 |
| 34 | 5-1-73 | 54,880.63 | 12,880.63 | " | 1,072,000.00 |
| 35 | 8-1-73 | 54,395.00 | 12,395.00 | " | 1,030,000.00 |
| 36 | 11-1-73 | 53,909.38 | 11,909.38 | " | 988,000.00 |
| 37 | 2-1-74 | 53,423.75 | 11,423.75 | " | 946,000.00 |
| 38 | 5-1-74 | 52,938.13 | 10,938.13 | " | 904,000.00 |
| 39 | 8-1-74 | 52,452.50 | 10,452.50 | " | 862,000.00 |
| 40 | 11-1-74 | 51,966.88 | 9,966.88 | " | 820,000.00 |
| 41 | 2-1-75 | 51,481.25 | 9,481.25 | " | 778,000.00 |
| 42 | 5-1-75 | 50,995.63 | 8,995.63 | " | 736,000.00 |
| 43 | 8-1-75 | 50,510.00 | 8,510.00 | " | 694,000.00 |
| 44 | 11-1-75 | 50,024.38 | 8,024.38 | " | 652,000.00 |
| 45 | 2-1-76 | 49,538.75 | 7,538.75 | " | 610,000.00 |
| 46 | 5-1-76 | 49,053.13 | 7,053.13 | " | 568,000.00 |
| 47 | 8-1-76 | 48,567.50 | 6,567.50 | " | 526,000.00 |
| 48 | 11-1-76 | 48,081.88 | 6,081.88 | " | 484,000.00 |
| 49 | 2-1-77 | 47,596.25 | 5,596.25 | " | 442,000.00 |
| 50 | 5-1-77 | 47,110.63 | 5,110.63 | " | 400,000.00 |
| 51 | 8-1-77 | 46,625.00 | 4,625.00 | " | 358,000.00 |
| 52 | 11-1-77 | 46,139.38 | 4,139.38 | " | 316,000.00 |
| 53 | 2-1-78 | 45,653.75 | 3,653.75 | " | 274,000.00 |
| 54 | 5-1-78 | 45,168.13 | 3,168.13 | " | 232,000.00 |
| 55 | 8-1-78 | 44,682.50 | 2,682.50 | " | 190,000.00 |



Mortgagor may, at any time, prepay all or any part of the mortgage indebtedness without penalty other than payment of interest on the unpaid balance. In the event of prepayment of part but not all of the mortgage indebtedness, default in payment of the principal shall not be deemed to have occurred until the unpaid balance of principal on any quarterly payment date exceeds that shown in the above schedule as otherwise owing on such date.

1. Mortgagor shall pay promptly all taxes, assessments, and governmental charges which from time to time may be imposed upon the said car ferry, or upon earnings arising therefrom, or the operation thereof, or upon mortgagor by reason of its ownership thereof, by any government or any country, state or political subdivision thereof, in which said car ferry may be located, or which shall have jurisdiction over said car ferry, and Mortgagor agrees at all times to keep said car ferry free and clear of all liens and encumbrances, including tax liens and encumbrances; provided, however, that Mortgagor shall not be required to pay any tax, assessment, or other governmental charge, the validity of which Mortgagor shall contest in good faith and by appropriate legal proceedings, until such contest shall have been decided, if non-payment thereof does not, in the judgment of Mortgagee expressed by written notice to Mortgagor materially and adversely affect its rights and interests in said car ferry.

2. Mortgagor shall comply in all respects with all laws of any country, the United States and of the States and political subdivisions thereof, in or to which the said car ferry may be operated, covering the use, operation and maintenance of said car ferry and with the lawful rules with respect to said car ferry of the Interstate Commerce Commission, of the Coast Guard and of every other legislative, administrative or judicial body exercising any power or jurisdiction over said car ferry; and in the event that the said laws or rules require any alterations of any part of said car ferry, or any additional equipment or appliances thereon, all or any of which shall become a part of the security, Mortgagor shall conform therewith at its own expense and shall maintain said car ferry in proper condition for operation under such laws and rules during the life of this mortgage.

3. Mortgagor, at its own cost, shall keep said car ferry in good condition and proper running order, and in case such car ferry shall be worn out, lost, destroyed, irreparably damaged or otherwise rendered permanently unfit for use from any cause whatsoever prior to the payment of the full indebtedness owing to Mortgagee, together with interest thereon and all payments required under this mortgage, less any insurance moneys received by Mortgage for such destruction or damage.

4. All insurance moneys owing under the insurance hereinafter provided for, shall be paid to Mortgagee and shall be applied by Mortgagee on the next ensuing quarter-annual installment payment date to the reduction of the principal in the inverse order of their maturity unless on or before said next ensuing installment payment date, Mortgagor shall have given notice to the Mortgagee that Mortgagor intends to repair or that it has repaired the said car ferry in respect of which such insurance moneys were paid. If such notice shall be given, said moneys shall, upon satisfactory evidence of the repair of said car ferry, be paid over to Mortgagor. If such evidence of repair shall not be given within a reasonable period after the giving of such notice, the Mortgagor shall apply such moneys to the reduction of installments of principal in the inverse order of their maturity.

5. Mortgagor shall bear the risk of and shall not be released from its obligation hereunder in the event of any damage to or destruction or loss of the said car ferry from any cause whatsoever, Mortgagor further agrees to save, indemnify and keep harmless Mortgagee from and against all loss, damage, injuries, claims, demands or expenses whatsoever, regardless of the cause thereof, in connection with any accident or otherwise arising from or caused by operation or use of said car ferry while this Mortgage is in force. Mortgagor will pay or satisfy and discharge any and all sums claimed by any party by, through or under the Mortgagor or its successors or assigns which, if unpaid, might become a lien or a charge upon said car ferry or any part thereof, equal or superior to the rights of Mortgagee hereunder, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the non-payment thereof does not, in the opinion of Mortgagee, adversely affect the property or rights of Mortgage hereunder.

6. Mortgagor agrees that said car ferry will be kept maintained, and used by the Mortgagor solely upon ferry routes in Lake Michigan and will not be used in any other service or removed to any other lake without the consent in writing of Mortgagee.

7. Mortgagor convenants and agrees that so long as any amount of the mortgage indebtedness is outstanding hereunder, it will not, without the prior written consent of Mortgagee, sell, assign, or transfer said car ferry or any of its rights hereunder, or change the home port or documentation of said car ferry and shall not cause or permit said car ferry to be pledged or held for any debt or obligation owing by Mortgagor or to be in any manner encumbered, and shall not suffer the said car ferry to pass out of Mortgagor's control.

8. In case:

(a) Mortagor shall make default in the payment of any amounts due and payable hereunder and shall remain in default for more than thirty (30) days after such payment shall have become due and payable; or

(b) Mortgagor shall default in the performance of any other obligation or covenant under this mortgage and such default shall continue for a period of thirty (30) days; or

(c) There is a filing by Mortgagor or by creditors of Mortgagor of any petition for reorganization or debt adjustment affecting the obligations of Mortgagor under this Mortgage, under Section 77 of the Bankruptcy Act, or under any amendment or revision thereof, or under any other provision of the Bankruptcy Act as now or hereafter existing, or any voluntary assignment or transfer of Mortgagor's interest in and under this Mortgage, or any involuntary transfer of such interest by bankruptcy, or by the appointment of a receiver or trustee, or by execution, or by any judicial or administrative decree or process, or otherwise (unless such petition shall be dismissed or such assignment, transfer, decree, or process shall within thirty (30) days from the filing or other effective date thereof, be nullified, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue, or unless any such receiver(s) or trustee(s) shall within thirty (30) days from the date of his or their appointments assume all the obligations of Mortgagor under this mortgage in writing, pursuant to a court order or decree, in such manner that such obligations shall have the same status as obligations incurred by such receiver(s) or trustee(s) )

then in any such case (sometimes in this mortgage called events of default) Mortgagee at its option may by notice in writing delivered to Mortgagor, exercise any one or more of the following rights:

(1) Take possession, sell and convey said car ferry as provided by the law of Wisconsin or other applicable law.

(2) Delcare the indebtedness of this mortgage then unpaid, with interest thereon, to be due and payable immediately; and thereupon the entire amount of such unpaid mortgage indebtedness shall become and shall be due and payable immediately without further demand, together with interest thereon at the rate of Four and Five-eights per cent (4.625%) per annum to such date of default, and thereafter interest shall be payable by Mortgagor upon any portion thereof overdue, during such times as it shall remain overdue, at the rate of Six per cent (6%) per annum, and Mortgagee shall thereupon be entitled to recover judgment for the entire amount so payable by Mortgagor with interest thereon at said rates and to collect such judgment out of any property of Mortgagor wherever situated. Any and all money so collected by Mortgagor shall be applied by it as provided by subparagraph (8) hereinafter.

(3) Exercise all the rights and remedies in foreclosure and otherwise given to a mortgagee by the provisions of the "Ship Mortgage Act of 1920", as amended or by other applicable law; or

(4) Bring suit at law, in equity or in admiralty, as such Mortgagee may be advised, to recover judgment for any and all amounts due under the mortgage, and collect the same out of any and all property of the Mortgagor whether covered by this mortgage or otherwise; or

(5) Take the vessel mortgaged hereunder, without legal process, wherever the same may be; and the Mortgagor or other person in possession forthwith upon demand shall surrender to such Mortgage possession of the same and Mortgage may hold, lay up, sell, lease, charter, operate, or otherwise use the same for such time and upon such terms as it may determine, accounting only for the net profits, if any, arising from such use and charging upon all receipts from such use or from the sale thereof all costs, expenses, charges, damages or losses by reason of such use; and the Mortgagee shall have the right to dock said vessel for a reasonable time at any dock, pier, or other premises of the Mortgagor without charge or to dock it for a reasonable time at any other place at the cost and expense of the Mortgagor. It is hereby expressly covenanted and agreed that the provisions of this paragraph are of the essence and that upon application to any court having jurisdiction in the premises, Mortgagee shall be entitled to a decree against Mortgagor requiring specific performance thereof and the Mortgagor expressly consents to the entry of such a decree. Any such sale or sales may be held or conducted at such place or places and at such time or t mes with such notice and in such manner as Mortgagee may specify, or as required by law.

(6) Any sale made either under the powers of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this mortgage, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity or in admiralty, of the mortgagor, of, in and to the vessel and other property so sold, and shall be a perpetual bar at law and in equity and in admiralty, against the mortgagor and the Mortgagor's successors and assigns, and against any and all persons claiming or who may claim the vessel and other property sold or any part thereof, from, through or under the mortgagor or mortgagor's heirs, executors, administrators, successors or assigns.

(7) Mortgagor will pay all reasonable expenses, including attorney's fees, incurred by Mortgagee in enforcing its remedies under this Mortgage. In the event that Mortgagee shall bring any suit to enforce any of its rights under this Mortgage and shall be entitled to judgment, then in such suit, Mortgagee may recover reasonable expenses, including attorney's fees, and the amount thereof shall be included in such judgment.



(8) If in case of the happening of any event of default, Mortgagee shall exercise any of the powers conferred upon it by this Mortgage, all payments made by Mortgagor to Mortgagee under this Mortgage after such event of default, and the proceeds of any judgment collected by Mortgagee from Mortgagor hereunder, and the proceeds of every lease, charter, or sale by Mortgagee hereunder of said car ferry, together with any other sums which may then be held by Mortgagee under any of the provisions of this Mortgage, shall be applied by Mortgagee in the order of priority, viz: (a) to the payment of all proper expenses incurred or advances made by Mortgagee in accordance with the provisions of this Mortgage, including the expense of any retaking of the whole or any part of the said car ferry and all expenses of the custody and of any lease, charter, or sale thereof, and (b) to the payment of all sums of money due and payable to Mortgagee under the provisions of this Mortgage, including any taxes, assessments or governmental charges paid by or imposed upon Mortgagee in respect of said car ferry. If, after applying all of such sums of money realized by Mortgage, as aforesaid, there shall remain any amount due to Mortgagee under the provisions of this Morrgage, Mortgagor agrees to pay the amount of such deficit to Mortgagee, and the deficiency may be entered as a judgment against mortgagor, its heirs, executors, administrators, successors or assigns in any court of competent jurisdiction.

(9) Mortgagor covenants and agrees that in addition to any and all other rights, powers and remedies elsewhere in this mortgage granted to and conferred upon Mortgage, the Mortgagee in any suit to enforce any of its rights, powers or remedies shall be entitled as a matter of right and not as a matter of discretion to the appointment of a receiver of said car ferry and her appurtenances, and that any receiver so appointed shall have full rights and powers to use and operate said car ferry.

(10) No taking of possession, sale, lease or charter or said car ferry by Mortgagee shall be a bar to the recovery by Mortgagee from Mortgagor of any amount owing under this motrgage and Mortgagor shall be and remain liable for same until such sums shall have been realized as shall be sufficient fro the discharge and payment in full of all sums payable by Mortgagor under any of the provisions of this mortgage.

(11) Each and every right, power and remedy herein specifically given to the Mortgagee shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given as now or hereafter existing at law, in equity, admiralty or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee and the exercise or the beginning of the exercise of any right, power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

MORTGAGOR does further covenant and agree, to and with Mortgagee that it will immediately procure said car ferry or vessel to be insured against loss or damage by fire, and against all marien risks and disaster, in some good and responsible insurance company or companies, to be selected and approved by Mortgagee, for an amount at least equal to the amount which shall from time to time remain unpaid upon the said indebtedness and interest thereon, and that it will keep such policy or policies renewed from time to time, and keep the same valid at all times for the amount aforesaid; that it will do, suffer, or permit to be done, no act whereby said insurance would be liable to be vitiated or forfeited, and that it will immediately assign and deliver to Mortgagee said policy or policies of insurance, having first duly obtained the proper consent of the insurance company or companies to such agreement, and that it will also promptly deliver to Mortgagee the renewal certificates of said policies as a collateral security for the payment of said indebtedness. And if Mortgagor shall fail to immediately procure, assign, and deliver such policy or policies as aforesaid, or shall at any time fail to immediately renew the same, and deliver the renewal certificates as aforesaid, Mortgagee, its successors or assigns, is hereby authorized to procure said car ferry or vessel to be insured as aforesaid, and to keep the policy or policies renewed; and the amount which it has to pay therefor shall be considered, and is hereby declared to be, an additional indebtedness hereby intended to be secured, and shall be repaid to said Mortgagee, its successors or assigns, on demand, and shall bear interest at six percent (6%) from the time of such payment until repaid.

AND IT IS HEREBY PROVIDED, that it shall be lawful for Mortgagor to retain possession of the property hereby mortgaged, and at its own expense to use and enjoy the same until said indebtedness shall become due, unless Mortgage should at any earlier date declare this mortgage forfeited for non-performance of any of the covenants herein contained, or by virtue of any authority hereby conferred on Mortgagee.

IN TESTIMONY WHEREOF, The Ann Arbor Railroad Company, a Michigan corporation, has hereunto set its hand and seal this 15th day of September, in the year one thousand nine hundred and sixty-four.

Signed, sealed and delivered in the presence of:

/s/ CARSON C. GRUNEWALD
Carson C. Grunewald

/s/ CHARLES F. HOSMER
Charles F. Hosmer

/s/ JOHN E. CHUBB
John E. Chubb
Its President

ATTEST:

/s/ R. C. COURTNEY
R. C. Courtney
Its Secretary and Treasurer

(CORPORATE SEAL)

STATE OF MICHIGAN )
) SS.
COUNTY OF WAYNE )

BE IT KNOWN, That on this 15th day of September, 1964, personally appeared before me, John E. Chubb who being duly sworn, deposed and said that he is President of The Ann Arbor Railroad Company, the corporation which is described in and which executed the within instrument, and that he knows the seal of the said corporation, and thit it is affixed and was so affixed to the within instrument by order of the board of directors of the said corporation at whose order he signed his name and acknowledged the within instrument to be the free act and deed of the said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of September, A. D. 1964.

(SEAL)

/s/ DOROTHY LAKUS
Notary Public, Wayne County, Michigan
My Commision expires: June 7, 1966

NO. B 362710 E-339 8 Bks. FB

STATE OF MICHIGAN )
COUNTY OF WAYNE ) SS.

NOTARIAL ACKNOWLEDGMENT

I, EDGAR M. BRANIGIN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal,

DO HEREBY CERTIFY, That "Dorothy Lakus" whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

(SEAL OF THE CIRCUIT COURT OF WAY COUNTY MICHIGAN)

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this.....day of SEP 16 1964 A.D. 19.....

EDGAR M. BRANIGIN, Clerk

...../s/.B..WALDO..... Deputy Clerk
D. WALDO

STATE OF WISCONSIN
Department of State } ss.
Received this 17th. day of Sept A. D. 19 64 at 2 o'clock P M. and recorded in Vol. 47 of R R M on page 445-454 (407-412)

Secretary of State



INDEXED (No Fee)



QUIT CLAIM DEED

TO

LAND SITUATED IN SHEBOYGAN COUNTY, STATE OF WISCONSIN

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN

DATED, AUGUST 28, 1964

THIS INDENTURE WITNESSETH, That CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, successor to the interest of Milwaukee and Northern Railway Company, Grantor, hereby CONVEYS and QUITCLAIMS, free, however, from the liens of the First Mortgage and all Supplements thereto, and the General Mortgage of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in the Office of the Secretary of State of Wisconsin, this conveyance free from said liens being permitted by Article XI, Section 2 of each of said mortgages, to STATE OF WISCONSIN, Grantee, for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00), all right, title, and interest in the following described tract of real estate situated in Sheboygan County, State of Wisconsin, to-wit:

All that part of the Southeast One-Quarter of the Southeast One-Quarter of Section 27, Township 13 North, Range 21 East, lying southeasterly of Grantor's 66-foot wide right of way, EXCEPT that part lying within the east 156.75 feet of the said Southeast One-Quarter of the Southeast One-Quarter and containing 2.50 acres, more or less.

Meaning and intending hereby to convey all of said Grantor's land as was conveyed to GUIDO PFISTER, Trustee, by Warranty Deed dated May 4, 1872 by LUDWIG WILK and FREDERICA WILK, his wife, and which deed was filed for record in the Register's Office, Sheboygan County, Wisconsin, on May 22, 1872, in Volume 35 of Deeds, on Page 328.

SUBJECT TO:

(1) All existing easements, licenses and permits for pipelines, sewerlines, telephone, telegraph, power, and water lines and to all other easements and grants whether of record or otherwise as may be exercised or established on said real estate at the date hereof;

(2) All platted streets and public ways upon said real estate;

IN WITNESS WHEREOF, said CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY has caused these presents to be signed by its President and countersigned by its Secretary and its corporate seal to be hereunto affixed this 28th day of August, 1964.

In Presence of:

E. C. Adams

G. E. Pottinger

(SEAL)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By WILLIAM J. QUINN
President

Countersigned:

J. J. ROCHE
Secretary

STATE OF ILLINOIS )
COUNTY OF COOK ) ss

Personally came before me this 28th day of August, 1964, William J. Quinn, President and J. J. Roche, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(NOTARIAL SEAL)

VIOLET A. SCHLEICHERT
Notary Public in and for the State of Illinois
County of Cook - My Commission Exp. Jan. 24, 1967.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 21st day of September A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 455.

ROBERT C. ZIMMERMAN
Secretary of State

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A S S I G N M E N T
TO
LINCOLN ROCHESTER TRUST COMPANY
OF
CONDITIONAL SALE AGREEMENT
DATED, MAY 1, 1963
BETWEEN
GENERAL RAILWAY SIGNAL COMPANY
AND
SOO LINE RAILROAD COMPANY

DATED, OCTOBER 29, 1964

---

FOR VALUE RECEIVED, the undersigned GENERAL RAILWAY SIGNAL COMPANY, with its principal office at 801 West Avenue, Rochester 2, New York, a division of General Signal Corporation, a New York corporation with its principal office at 801 West Avenue, Rochester 2, New York, ("Assignor"), hereby sells, assigns, transfers and sets over to LINCOLN ROCHESTER TRUST COMPANY, 183 East Main Street, Rochester 4, New York ("Bank") all right, title and interest of Assignor under or arising out of a certain Conditional Sale Agreement (the "Agreement") dated as of May 1, 1963, by and between Soo Line Railroad Company, ("Purchaser") and Assignor as Seller, which Agreement is incorporated herein by reference and made a part hereof, and in connection with which Agreement filing and/or recording has been completed as follows:

Financing Statement (with Schedule A to Agreement attached) filed with Secretary of State of Illinois on July 8, 1963, with County Recorder for Lake County, Illinois, on July 5, 1963, and with County Recorder of Cook County, Illinois on July 3, 1963.

Agreement and Statement of Assignor filed in Wisconsin with Register of Deeds of Portage County on July 3, 1963 as Document No. 8200, with Register of Deeds of Waukesha County on July 2, 1963 as Document No. 318240, with Register of Deeds of Kenosha County on July 3, 1963 as Document No. 144955, with the Register of Deeds of Racine County on July 3, 1963 as Document No. 377437.

Agreement noted in Tract Indices of Waukesha County, Wisconsin, on July 2, 1963, of Kenosha County, Wisconsin, on July 3, 1963, and of Racine County, Wisconsin, on July 3, 1963.

Agreement recorded with Secretary of State of Wisconsin on July 3, 1963.

This Assignment shall include (1) all moneys and claims for moneys due and to become due to the Assignor as Seller under or arising out of the Agreement on account of the purchase price of the equipment described therein, including all installments of the said purchase price and interest thereon, and any and all insurance proceeds and replacement costs in respect of the said equipment at any time payable to the Assignor as Seller pursuant to the Agreement, but exclusive of the initial payment of 20 per cent of the said purchase price which initial payment has heretofore been made by the Purchaser to Assignor pursuant to Schedule B of the said Agreement; (2) all right, title and interest of Assignor, as Seller under the Agreement or otherwise, in and to the said equipment and any and all replacements thereof and accessions thereto, (3) all rights and remedies of Assignor, as Seller under the Agreement or otherwise, in respect of the said equipment and the purchase price thereof, including without limitation all rights and remedies in the event of default by the Purchaser, and (4) all benefits of, and rights to enforce the obligations of the Purchaser in respect of the said equipment and purchase price thereof; together with full right of further and successive assignment or assignments of all or any part of the right, title and interest of Assignor herein assigned.

1. Assignor hereby irrevocably authorizes and empowers Bank (which term in this Assignment shall include any successive assignee of all or any part of Bank's right, title and interest hereunder) (a) to demand, receive, give quittance for, sue for and collect all moneys due Assignor or which may become due Assignor under or arising out of the Agreement, in the Bank's own name or in the name of Assignor, and if in the name of Assignor, with notice to Assignor and at the expense of Bank, and (b) to settle, adjust and compromise all claims for such moneys and to endorse all instruments for the payment of moneys with respect thereto with full powers of substitution.



2. This Assignment shall not impose upon or be construed to constitute or imply any assumption by Bank of any of the obligations or liabilities of Assignor, as Seller under the Agreement or otherwise, including without limitation any obligations or liabilities in respect of the said equipment or the manufacture, sale, delivery, installation, replacement, use or operation thereof, or in respect of any guaranty or warranty by Assignor as Seller or otherwise, or in respect of any alleged patent infringement. The right, title and interest herein assigned to Bank shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of or by reason of any such obligation or liability of Assignor or breach thereof or arising out of or by reason of any other indebtedness or liability of Assignor to the Purchaser. Assignor covenants and agrees to indemnify Bank and hold it harmless from and against any and all such defenses, set-offs, counterclaims or recoupments, and any and all costs and expenses, including counsel fees, in connection therewith.

3. Assignor covenants and agrees to indemnify Bank and hold it harmless from and against any and all liability, royalties, damages, suits and claims and any and all costs and expenses (including counsel fees) in connection therewith, in connection with or arising out of any alleged patent infringement relating to the said equipment or the manufacture or any past, present or future sale or use thereof.

4. Assignor agrees that, in the event of default by the Purchaser under the Agreement, or in the event of any actual or threatened litigation or proceedings, whether instituted by Bank or others, for the enforcement of or in any manner involving or affecting Bank's right, title and interest hereunder (including without limitation title to the equipment), Assignor will at any time or from time to time, at Bank's request and subject to reimbursement by Bank of Assignor's reasonable out-of-pocket expenses (including counsel fees) so incurred, (a) render all possible assistance to Bank in the assertion, enforcement or defense of its right, title and interest, and/or (b) act as agent for Bank to repossess and sell the said equipment in accordance with the Agreement.

5. Assignor warrants that:

(a) Assignor is a division of General Signal Corporation, a corporation duly organized and existing under the laws of the State of New York. All corporate action on the part of Assignor and General Signal Corporation necessary for the authorization, execution, delivery, and performance of the Agreement and of this Assignment has been duly and effectively taken and this Assignment is valid and binding upon Assignor and General Signal Corporation and is enforceable in accordance with its terms.

(b) Assignor has an assignable right and title to the moneys and claims for moneys due and to become due to Assignor as Seller under said Agreement and to the said equipment, and to all other right, title and interest herein assigned, and Assignor has not heretofore assigned all or any part of such right, and title, and the same is not subject to any lien or encumbrance or rights or claims in favor of any other person, other than the interest of the Purchaser in the said equipment under the Agreement.

(c) The manufacture, delivery and installation of the said equipment has been completed in accordance with the Agreement, Assignor has fully performed all of the covenaments and agreements on the Seller's part to be performed under the Agreement, and the Purchaser has inspected and accepted delivery and possession of the said equipment.

(d) There is due or to become due to Assignor as Seller under the Agreement the aggregate sum of $317,047.74 in installments with interest thereon, on account of the unpaid balance of the purchase price of the said equipment, and the first installment in the amount of $16,960.00 with interest from September 1, 1964 will become due December 1, 1964 and there are no defenses, setoffs, counterclaims or recoupments in favor of the Purchaser.

(e) On the date of this Assignment the Purchaser is not in default in any respect under the Agreement, and there does not exist and has not occurred any condition or event which, but for the lapse of time or the giving of notice or both, would constitute an event of default under the Agreement.

(f) The said equipment is in fact severable from the real property to which it is affixed, without material injury to the freehold, and all applicable recording and/or filing laws and requirements affecting the conditional sale of the said equipment, or affecting the Agreement or this Assignment, have been duly complied with.

6. This Assignment is without recourse to or against Assignor in the event or on account of any default by the Purchaser in respect of the payment of moneys due and to become due under the Agreement, or in respect of the performance by the Purchaser of the covenants, terms and conditions of the Agreement; provided, however, that if one or more warranties made by Assignor herein shall be breached and any such breach shall be reasonably deemed by Bank likely to affect its position adversely in a material respect, Assignor will at any time upon demand pay to Bank the full amount of Bank's investment in the Agreement and this Assignment, together with interest thereon at the respective rate or rates specified in the Agreement, less amounts theretofore received and retained by Bank from the Purchaser or otherwise pursuant to the Agreement, and Assignor shall thereupon be entitled to a reassignment of Bank's right, title and interest in the Agreement without recourse, representation or warranty of any kind, and Bank will make such reassignment. Assignor's obligation pursuant to the foregoing proviso of this paragraph 6 is in addition to, and not exclusive of, any and all other rights and remedies of Bank, at law or otherwise, in the event of breach of any warranty of Assignor, and is unconditional and absolute, regardless of any defense, set-off or counterclaim which the Purchaser may have or assert, and regardless of whether the Purchaser shall have defaulted or Bank shall have taken any steps to enforce any rights against the Purchaser or any other person or to enforce any security or rights therein or in the said equipment, and regardless of whether Bank, at any time or from time to time and with or without notice to Assignor, shall have agreed or consented to or granted any extensions of time, indulgences, waivers or amendements or modifications relating to the dates of the payments of principal or interest or with respect to the rate or rates of interest, provided Bank shall not have omitted to take any action by way of re-filing or re-recording which would be required to preserve the validity or enforceability of the Agreement.

7. Assignor covenants and agrees that it will from time to time do and perform any act and execute acknowledge and deliver to Bank any and all further instruments, including any further assignments, required by law or reasonably requested by Bank, for the purpose of protection or preservation of the right, title and interest of Bank hereunder or for the purpose of carrying out the intention of this Assignment.

8. All notices, requests or demands to or upon Assignor hereunder shall be deemed given or made when deposited in the mails or delivered to a telegraph company addressed to General Railway Signal Company, a division of General Signal Corporation, 801 West Avenue, Rochester 11, New York. No other method of giving any notice, request or demand is hereby precluded.

9. This Assignment shall be governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, GENERAL RAILWAY SIGNAL COMPANY, a division of General Signal Corporation, has caused this instrument to be executed in its name by its officer, thereunto duly authorized, and its corporate seal to be hereto affixed, duly attested, this 29th day of October, 1964.

GENERAL RAILWAY SIGNAL COMPANY, A DIVISION OF
GENERAL SIGNAL CORPORATION

WITNESS: (SEAL)

Philip M. Drake

Stephen H. Waite

By P. W. Smith
President of the Company

ATTEST:

George Barbour
Secretary of the Company



STATE OF NEW YORK:
COUNTY OF MONROE : SS.
CITY OF ROCHESTER:

Before me, a notary public, in and for the said county, personally appeared P. W. Smith and George Barbour, known to me to be the persons who, as President and Secretary, respectively of GENERAL RAILWAY SIGNAL COMPANY, a division of GENERAL SIGNAL CORPORATION, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Rochester, New York, this 29th day of October, 1964.

(NOTARIAL SEAL)

ROBERT E. HANLEY
Notary Public, State of New York
Monroe County
My Commission expires Mar. 30, 1965.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 3rd day of November A.D. 1964 at 1:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 456-459.

ROBERT C. ZIMMERMAN
Secretary of State

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(Rec'd 5:25)

BILL OF SALE

COVERING EQUIPMENT LEASE AND AGREEMENT OF JUNE 15, 1949 & SUPPLEMENTS

BY

FIRST TRUST COMPANY OF ST. PAUL, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED, OCTOBER 30, 1964

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by a certain Lease of Railroad Equipment dated June 15, 1949, hereinafter called "Lease", First Trust Company of Saint Paul (therein and herein called "Trustee"), as Trustee, under an Agreement dated June 15, 1949, hereinafter called "Agreement", creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1949, Second Series", among Northwestern Improvement Company, Northern Pacific Railway Company and the Trustee, did lease upon certain terms and conditions as set forth in said Lease, to said Northern Pacific Railway Company (therein and herein called "Company") certain railroad equipment designated in said Lease of Railroad Equipment, namely:

| No. of Units | Description of Equipment | Road Numbers (both inclusive) |
|---|---|---|
| 250 | 50-ton capacity all-steel gondola cars | 50500-50749 |
| 750 | 50-ton capacity steelOsheathed wood-lined box cars | 18000-18749 |
| 200 | 75-ton all-steel ore cars | 78300-78499 |
| 4 | 4500 H.P. Diesel-electric passenger locomotives, consistin of 9 "A" units and 3 "B" units | 6509-6512 |

and

WHEREAS, by Supplemental Agreement dated December 12, 1949, between the Trustee and the Company, Road Numbers assigned to diesel locomotives financed under said Equipment Trust, as the same appear at page 49 of said Lease, were eliminated and manufacturer's serial nubers substituted therefor, and

WHEREAS, by Supplemental Agreement dated June 1, 1950, entered into by and among the Northwestern Improvement Company, the Trustee and the Company, the following described additional equipment was subjected to said Lease in accordance with the terms of said Agreement and Lease, to-wit:

| No. of Units | Description of Equipment | Northern Pacific Road Numbers |
|---|---|---|
| 70 | 50'6" all-steel box cars | 31000-31069 inclusive |

and

WHEREAS, by Supplemental Agreement dated October 8, 1954, between the Trustee and the Company, 25 - 50-ton capacity all-steel wood-lined box cars were subjected to said Lease in replacement for certain other trust equipment which had been destroyed by accident, and

WHEREAS, by Supplemental Agreement dated May 31, 1957, between the Trustee and the Company, 2 - 70-ton 19,000 gallon Class 103W tank cars were subjected to said Lease in replacement for cerrain other trust equipment which had been destroyed by accident, and

WHEREAS, by Supplemental Agreement dated August 10, 1962, between the Trustee and the Company, 5 all-steel cabooses were subjected to said Lease in replacement for certain other trust equipment which had been destroyed by accident, and

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WHEREAS, said Lease and Agreement were filed for record in the office of the Secretary of State of the State of Minnesota on June 21, 1949, and recorded in Book 36 of General Railroad Records & Liens page 13; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on June 21, 1949, and recorded in Book 10 of Leases, page one; filed for record in the office of the Secretary of State of the State of Wisconsin on June 20, 1949, and recorded in Volume 42 of Railroad Mortgages, pages 310-347, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota on June 22, 1949, and redorded in Volume ten of Railroad, Telegraph & Telephone, page 327; filed for record in the office of the Secretary of State of the State of Montana on June 24, 1949, and recorded in Volume 21 of Mortgages, page 28; filed for record in the office of the Secretary of State of Idaho on June 23, 1949, and recorded on Film #22; filed for record in the office of the County Auditor, King County, Washington, on June 21, 1949, and recorded in Volume 2507 of Mortgages, page 360; and filed for record in the office of the County Clerk, Multonomah County, Oregon, on June 21, 1949, and recorded in Book 1171 of Mortgages, page 33, and

WHEREAS, said Supplemental Agreement dated December 12, 1949, was filed for record in the office of the Secretary of State of the State of Minnesota on December 27, 1949, and recorded in Book 37 of General Railroad Records & Liens, page 29; filed for record in the office of the Register of Deeds, Ransey County, Minnesota, on December 27, 1949, and recorded in Book 284 of Miscellaneous, page 116, filed for record in the office of the Secretary of State of the State of Wisconsin on December 28, 1949, and recorded in Volume 43 of Railroad Mortgages, pages 263-268, inclusive, filed for record in the office of the Secretary of State of the State of North Dakota on January 5, 1950, and recorded in Volume ten of Railroad, Telegraph & Telephone, page 355; filed for record in the office of the Secretary of State of the State of Montana on December 31, 1949, and recorded in Volume 22 of Mortgages, page 24; filed for record in the office of the Secretary of State of the State of Idaho on January 6, 1950, and recorded on Film #28; filed for record in the office of the County Auditor, King County, Washington, on January 4, 1950, and recorded in Volume 2595 of Mortgages, page 624; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on January 3, 1950, and recorded in Book 1219 of Mortgages, page 431, and

WHEREAS, said Supplemental Agreement dated June 1, 1950, was filed for record in the office of the Secretary of State of the State of Minnesota on August 31, 1950, and recorded in Book 39 of General Railroad Records & Liens, page 2; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on August 31, 1950, and recorded in Book Eleven of Leases, page 91; filed for record in the office of the Secretary of State of the State of Wisconsin on September 5, 1950, and recorded in Volume 41 of Railroad Mortgages, pages 390-393, inclusive; filed for record in the office of the Secretary of State of North Dakota on September 7, 1950, and recorded in Volume Ten of Railroad, Telegraph & Telephone, page 389; filed for record in the office of the Secretary of State of the State of Montana on September 6, 1950, and recorded in Volume 23 of Mortgages, page 12; filed for record in the office of the Secretary of State of the State of Idaho on September 7, 1950, and recorded on Film #62; filed for record in the office of the County Auditor, King County, Washington, on September 8, 1950, and recorded in Volume 2710 of Mortgages, page 602; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on September 7, 1950, and recorded in Book 1292 of Mortgages, page 310, and

WHEREAS, said Supplemental Agreement dated October 8, 1964, was filed for record in the office of the Secretary of State of the State of Minnesota on October 21, 1954, and page 49; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on October 21, 1954, and recorded in Book 13 of Leases, page 195; filed for record in the office of the Secretary of State of Wisconsin on October 21, 1954, and recorded in Volume 46 of Railroad Mortgages, pages 108-109, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota on October 26, 1954, and recorded in Volume Eleven of Railroad, Telegraph & Telephone, page 15; filed for record in the office of the Secretary of State of the State of Montana on October 27, 1954, and recorded in Volume 25 of Mortgages, page 51; filed for record in the office of Secretary of State of the State of Idaho on October 27, 1954, and recorded as DocumentNo. 474

on Film #88; filed for record in the office of the County Auditor, King County, Washington on October 25, 1954, and recorded in Volume 3280 of Mortgages, page 1; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on October 25, 1954, and recorded in Book 1665 of Mortgages, page 583, and

WHEREAS, said Supplemental Agreement dated May 31, 1957, was filed for record in the office of the Secretary of State of the State of Minnesota on June 14, 1957, and recorded in Book 46 of General Railroad Records & Liens, page 1; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on June 17, 1957, and recorded in Book 14 of Leases, page 157; filed for record in the office of the Secretary of State of the State of Wisconsin on June 13, 1957, and recorded in Volume 46 of Railroad Mortgages, pages 350-352, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota on June 17, 1957, and recorded in Volume 11 of Railroad, Telegraph & Telephone, page 68; filed for record in the office of the Secretary of State of the State of Montana on June 18, 1957, and recorded in Volume 26 of Mortgages, page 47; filed for record in the office of the Secretary of State of the State of Idaho on June 19, 1957, and recorded as Document No. 503 on Film #99; filed for record in the office of the County Auditor of King County, Washington, on June 18, 1957, and recorded in Volume 3680 of Mortgages, page 129; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on June 14, 1957, and recorded in Book 1890 of Mortgages, page 511, and

WHEREAS, said Supplemental Agreement dated August 10, 1962, was filed for record in the office of the Secretary of State of Minnesota on August 21, 1962, and recorded in Book 49 of General Railroad Records & Liens, page 22; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on August 20, 1962, and recorded in Book 1804 of Ramsey County Records, page 450; filed for record in the office of the Secretary of State of the State of Wisconsin on August 24, 1962, and recorded in Volume 47 of Railroad Mortgages, pages 128-129, inclusive; filed for record in the office of the Secretary of State of the State of North Dakota on August 22, 1962, and recorded in Volume 11 of Railroad, Telegraph & Telephone, page 181; filed for record in the office of the Secretary of State of the State of Montana on August 21, 1962, and recorded in Volume 27 of Mortgages, page 45; filed for record in the office of the Secretary of State of the State of Idaho on August 24, 1962, and recorded as Document No. 518 on Film #120; filed for record in the office of the County Auditor, King County, Washington, on August 21, 1962, and recorded in Volume 4491 of Mortgages, page 190; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on August 20, 1962, and recorded in Book 2220 of Mortgages, page 577, and

WHEREAS, Paragraph 3 of said Lease provides that:

"3. At the termination of this Lease and after all payments due or to become due from the Company hereunder and under the Agreement shall have been completed and fully made to the Trustee, such payments shall be then applied as purchase money and treated as the full purchase price of the Trust Equipment, and the title to all of the Trust Equipment and to all replacements thereof made hereunder shall vest in the Company, and thereupon the Trustee shall execute for recording or filing in public offices such instrument or instruments in writing as reasonably shall be requested by the Company in order then to make clear upon the public records the title of the Company to all of the Trust Equipment and replacements thereof, under the laws of any jurisdiction; provided, however, and it is hereby agreed, that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company."

and

WHEREAS, the Company has fully paid all the rent and all other payments which it agreed to make in accordance with the provisions of said Lease, and has performed all of the covenants and obligations contained in said Lease and said Agreement;



NOW, THEREFORE, said First Trust Company of Saint Paul, as Trustee, in pursuance of the terms and conditions of said Lease and said Agreement above referred to, and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the Company, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell, grant and convey unto the Northern Pacific Railway Company, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railway equipment referred to in said Lease and Agreement, as supplemented, and described as follows, to-wit:

| | |
|---|---|
| 250 | 50-ton capacity all-steel gondola cars bearing Northern Pacific Road Nos. 50050-50749, both inclusive; |
| 728 | 50-ton capacity steel-sheathed wood-lined box cars bearing Northern Pacific Road Nos. 18000 through 18023, 18025 through 18064, 18066 through 18156, 18158 through 18169, 18171 through 18174, 18176, 18178 through 18187, 18189 through 18200, 18202 through 18293, 18295 through 18329, 18331 through 18335, 18337 through 18420, 18422 through 18511, 18513 through 18579, 18581 through 18592, 18594 through 18602, 18604 through 18662, 18664 through 18669, 18672 through 18706, 18708 through 18731, and 18733 through 18749; |
| 67 | 50'6" all-steel box cars bearing Northern Pacific Road Nos. 31000 through 31034, 31036 through 31048, 31050 through 31063 and 31065 through 31069; |
| 200 | 75-ton all-steel ore cars bearing Northern Pacific Road Nos. 78300-78499, both inclusive; |
| 11 | 1500 H.P. diesel-electric passenger locomotive units consisting of 9 "A" units and 2 "B" units bearing Manufacturer's Serial Nos. 8731-8741, both inclusive; |
| 25 | 50-ton capacity all-steel wood-lined box cars bearing Northern Pacific Road Nos. 17920, 17923, 17924, 17927, 17933, 17934, 17937, 17938, 17939, 17942, 17946, 17948, 17955, 17956, 17957, 17958, 17963, 17964, 17966, 17975, 17983, 17984, 17988, 17989 and 17990; |
| 2 | 70-ton 19,000 gallon Class 103W tank cars bearing Northern Pacific Nos. 103046 and 103047; |
| 5 | all-steel cabooses bearing Northern Pacific Road Nos. 1100-1104, both inclusive |

together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto the Northern Pacific Railway Company, its successors and assigns, forever.

This Bill of Sale is executed by First Trust Company of Saint Paul without covenant or warranty, express or implied, and without recourse to First Trust Company of Saint Paul in any event.

IN WITNESS WHEREOF, First Trust Company of Saint Paul, as Trustee under the aforesaid Agreement and Lease, both dated June 15, 1949, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 30th day of October, 1964.

FIRST TRUST COMPANY OF SAINT PAUL
Trustee

(SEAL)

By E. L. Doyon
Vice President

Attest:

R. H. Madden
Assistant Secretary

Signed, sealed and delivered as to
First Trust Company of Saint Paul,
in the presence of:

Nancy J. Foley

Charles D. Walbrandt

STATE OF MINNESOTA )
) ss.
COUNTY OF RAMSEY )

On this 30th day of October, 1964, before me personally appeared D. L. Doyon, to me personally known, who, being by me duly sworn, says that he is Vice President of First Trust Company of Saint Paul, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Young
Notary Public, Ramsey County, Minn.
My Commission Expires Dec. 11, 1970

STATE OF WISCONSIN ) ss
DEPARTMENT OF STATE )

Received this 10th day of November A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 460-463.

ROBERT C. ZIMMERMAN
Secretary of State

QUIT CLAIM DEED

COVERING CERTAIN LAND IN THE CITY OF ELROY, JUNEAU COUNTY, WISCONSIN

BY

CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

TO

SUNRAY DX OIL COMPANY

Dated, OCTOBER 23, 1964

---

THE GRANTOR, Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a Wisconsin corporation, for the consideration of One Thousand Two Hundred and No/100 Dollars ($1,200.00), conveys and quitclaims to SUNRAY DX OIL COMPANY, a Delaware Corporation of Tulsa County, Oklahoma, GRANTEE, all interest in the following described real estate situated in the City of Elroy, County of Juneau, and the State of Wisconsin to wit:

That part of the Northwest Quarter of the Northwest Quarter (NW ¼ NW¼) of Section Thirty-Three (33), Township Fifteen (15) North, Range Two (2) East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the South line of the Northwest Quarter of the Northwest Quarter (NW ¼ NW¼) of said Section Thirty-Three (33) with the Southeasterly extension of the center line of Spur Track I.C.C. Number 243 of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as now located and established; thence Northwesterly along the center line of said Spur Track and extension thereof, a distance of Fifty-Two (52) feet; thence Northeasterly along a line at right angles to the last described course, a distance of Eight and Five-Tenths (8.5) feet to the point of beginning; thence Northwesterly along a line parallel with the center line of said Spur Track, a distance of One Hundred Seventy (170) feet; thence Northeasterly along a line at right angles to the last described course, a distance of One Hundred Thirty (130) feet, more or less, to a point Three Hundred (300) feet East of, as measured along a line parallel with the South line of said Quarter Quarter Section from the center line of the main track of the former West Wisconsin Railway Company, now the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as originally located and established; thence South along a line parallel with the center line of said main track, a distance of One Hundred Ninety (190) feet, more or less, to a line drawn at right angles from the center line of said Spur Track through the point of beginning; thence Southwesterly along the last described course, a distance of Fifty (50) feet, more or less, to the point of beginning.

Reserving, however, unto said Grantor, its lessees, licensees, successors and assigns, the poles, wires and sewer lines now located upon said premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said Grantor, its lessees, licensees, successors or assigns, and by the acceptance of this conveyance the Grantee for itself, its successors and assigns, agrees to assume the entire cost and expense of removing said poles, wires and sewer lines from the premises herein conveyed, in the event such removal is desired by said Grantee, its successors and assigns.

DATED this Twenty-Third day of October, 1964.

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

By C. J. Fitzpatrick
President

Attest T. A. Ross
Secretary

Approved: C. S. Anderson
For: Director of Real Estate

(SEAL)

Signed, Sealed and Delivered in Presence of:

V. J. Luisi

J. C. Wilson



STATE OF ILLINOIS )
COUNTY OF COOK ) ss.

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. FITZPATRICK and T. A. ROSS, to me personally known and known to me to be, respectively President and Secretary of CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me, severally acknowledged to me that they are, respectively President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this Twenty-third of October, 1964.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public, in and for the
County of Cook, State of Illinois

My Commission Expires: August 23, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 13th day of November A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 464 - 465.

ROBERT C. ZIMMERMAN
Secretary of State

~~468~~ 424

RECORD
fee $2.50

BILL OF SALE

COVERING EQUIPMENT LEASE AND AGREEMENT OF NOVEMBER 1, 1949

BY

FIRST TRUST COMPANY OF ST. PAUL, TRUSTEE

TO

NORTHERN PACIFIC RAILWAY COMPANY

DATED, NOVEMBER 13, 1964

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by a certain Lease of Railroad Equipment dated November 1, 1949, hereinafter called "Lease", J. P. Morgan & Co. Incorporated (therein and herein called "Trustee"), as Trustee, under an Agreement dated November 1, 1949, hereinafter called "Agreement", creating an equipment trust designated "Northern Pacific Railway Equipment Trust of 1949, Third Series", entered into by and among William Echtermeyer, Edward J. Mon and Walter W. Rich, said J. P. Morgan & Co. Incorporated and Northern Pacific Railway Company, did lease, upon certain terms and conditions as set forth in said Lease, to said Northern Pacific Railway Company (therein and herein called "Company") certain railroad equipment hereinafter described and as designated and described in Paragraph 1 of said Lease, and

WHEREAS, the corporate name of the Trustee was on April 24, 1959 changed to Morgan Guaranty Trust Company of New York, and

WHEREAS, said Lease and Agreement were filed for record in the office of the Secretary of State of the State of Wisconsin on November 7, 1949, and recorded in Volume 43 of Railroad Mortgages, pages 82-119, inclusived; filed for record in the office of the Secretary of State of the State of Minnesota on November 4, 1949, and recorded in Book 37 of General Railroad Records & Liens, page 10; filed for record in the office of the Register of Deeds, Ramsey County, Minnesota, on November 4, 1949, and recorded in Book 10 of Leases, page 187; filed for record in the office of the Secretary of State of the State of North Dakota on November 9, 1949, and recorded in Volume ten of Railroad, Telegraph & Telephone, page 343; filed for record in the office of the Secretary of State of the State of Montana on November 9, 1949, and recorded in Volume 22 of Mortgages, page 13; filed for record in the office of the Secretary of State of the State of Idaho on November 9, 1949, and recorded on Film Roll #26; filed for record in the office of the County Auditor, King County, Washington, on November 10, 1949, and recorded in Volume 2571 of Mortgages, page 377; and filed for record in the office of the County Clerk, Multnomah County, Oregon, on November 7, 1949, and recorded in Book 1205 of Mortgages, page 55, and

WHEREAS, Paragraph 3 of said Lease provides that:

"At the termination of this Lease and after all payments due or to become due from the Company hereunder and under the Agreement shall have been completed and fully made to the Trustee, such payments shall be then applied as purchase money and treated as the full purchase price of the Trust Equipment, and the title to all of the Trust Equipment and to all replacements thereof made hereunder shall vest in the Company, and thereupon the Trustee shall execute for recording or filing in public offices such instrument or instruments in writing as reasonably shall be requested by the Company in order then to make clear upon the public records the title of the Company to all of the Trust Equipment and replacements thereof, under the laws of any jurisdiction; provided, however, and it is hereby agreed that until then the title to none of the trust Equipment shall pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company."

and



WHEREAS, the Company has fully paid all the rent and all other payments which it agreed to make in accordance with the provisions of said Lease, and has performed all of the covenants, obligations and agreements contained in said Lease and said Agreement;

NOW, THEREFORE, said Morgan Guaranty Trust Company of New York, as Trustee, in pursuance of the terms and conditions of said Lease and of said Agreement above referred to, and in consideration of the sum of One Dollar ($1,00) to it in hand paid by the Company, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell, grant and convey unto the Northern Pacific Railway Company, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railroad equipment referred to in said Lease and Agreement, and described as follows, to-wit:

| NUMBER | Description of Equipment | Manufacturer's Serial Number of Each Unit (both inclusive) |
|---|---|---|
| 6 | 6,000 H. P. Diesel-electric freight locomotives, each consisting of four units, General Motors Corporation (Electro-Motive Division), Builder | 10908-10931 |
| 8 | 1,000 H. P. Diesel-electric switching locomotives, General Motors Corporation (Electro-Motive Division), Builder | 10932-10939 |
| 2 | 1,500 H. P. Diesel-electric road switching locomotives, General Motors Corporation (Electro-Motive Division), Builder | 10940-10941 |
| 2 | 1,000 H. P. Diesel-Electric switching locomotives, American Locomotive Company, Builder | 77939-77940 |

together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto the Northern Pacific Railway Company, its successors and assigns, forever.

This Bill of Sale is executed by Morgan Guaranty Trust Company of New York without covenant or warranty, express or implied, and without recourse to Morgan Guaranty Trust Company of New York in any event.

IN WITNESS WHEREOF, Morgan Guaranty Trust Company of New York, as Trustee under the aforesaid Agreement and Lease, both dated November 1, 1949, has caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 13th day of November, 1964.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

(SEAL)

By W. L. Baker
Vice President

Attest:

Dean W. Egly
Assistant Secretary

Signed, sealed and delivered as to Morgan Guaranty Trust Company of New York, in the presence of:

M. J. Daly

J. Thomas Clark

STATE OF NEW YORK )
) ss
COUNTY OF NEW YORK )

On this 13th day of November, 1964, before me personally appeared W. L. Baker, to me personally known, who, being by me duly sworn, says that he is Vice President of Morgan Guaranty Trust Company of New York, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was he free act and deed of said corporation.

(Notarial Seal)

DAVID W. CREE
Notary Public, State of New York
No. 60-585-4200 Qual. in West. Co.
Cert. filed in New York County
Commission Expires March 30, 1966

STATE OF WISCONSIN )
DEPARTMENT OF STATE )ss

Received this 23rd day of November A. D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 466-467.

ROBERT C. ZIMMERMAN
Secretary of State

(No Fee)

EASEMENT FOR HIGHWAY PURPOSES
COVERING LAND IN COUNTY OF ASHLAND
BY
SOO LINE RAILROAD COMPANY
TO
STATE OF WISCONSIN
DATED, NOVEMBER 27, 1964

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Hundred Ten and no/ 100 ($210.00) DOLLARS, and other good and valuable considerations, SOO LINE RAILROAD COMPANY, a corporation, grantor, does hereby grant to the STATE OF WISCONSIN, grantee, an easement for highway purposes over and across lands owned or controlled by it at the following described location in Ashland County, Wisconsin.

A strip of land comprising all that part of the SW¼ NW¼ and of that part of the NW¼ SW¼ lying Westerly of the Easterly 425 feet thereof, all in Section 5, Township 44 North, Range 2 West, Ashland County, Wisconsin, which lies Southwesterly of a line running parallel with and 100 feet distant Northeasterly (measured at right angles) from the relocated construction center line of State Trunk Highway #77 and Northeasterly of the present Northeasterly right of way line of the Soo Line Railroad Company, also all that part of the Easterly 425 feet of said NW¼ SW¼ which is included within two lines running parallel with and respectively 70 feet distant Northeasterly and 70 feet distant Southwesterly (measured at right angles) from said relocated construction center line of Highway #77, excepting therefrom any part of the Railroad Company's 100 foot right of way. Said relocated construction center line is described as follows: beginning on the West line of said Section 5 a distance of 2062.3 feet South of the Northwest corner thereof, thence S 47° 30#E a distance of 861.4 feet to the point of curvature of a 3° 00' curve left, thence along the arc of said curve left to the East line of said NW¼ SW¼.

Reserving in the grantor, its successors and assigns, the right to construct, operate and maintain one or more railroad spur tracks over and across the above described lands for the purpose of serving lands and territory adjacent to and Northerly of the above described lands.

Together with riparian rights appurtenant to the above described lands.

ALSO

A temporary easement for the right to construct and maintain a channel change on the following described lands' including for such purpose the right to operate necessary equipment thereon and the right of ingress and egress as long as required for such public purposes, including the right to preserve and protect, remove or to plant any Vegetation that the highway authorities may deem desirable to prevent erosion of the soil. This temporary easement is to terminate upon completion and acceptance by the State Highway Commission of Project T 0106(12).

A strip of land 30 feet in width in said SW¼ NW¼ lying Northeasterly of land adjoining said first above described strip of land and which is included within two lines each running at right angles with said relocated construction center line through points therein which are respectively 80.2 feet and 380.2 feet distant Southeasterly (measured along said relocated construction center line) from the West line of said SW¼ NW¼.

This grant is made for the purpose of constructing, operating and maintaining a public highway, together with its appurtenant facilities, on and across these lands, and grants the right of ingress and egress to and from these lands to the grantee, its successors and assigns for the purposes named.

The grantor reserves the title to these lands to itself, and maintenance and use of a public highway upon and across the grantor's property at the above described location, however long continued, shall not vest in the grantee rights adverse to those of grantor other than those granted by this easement.



This grant shall be binding on the grantor, grantee, and their successors or assigns.

WITNESS the hand and seal of the grantor, this 27th day of November, 1964.

SOO LINE RAILROAD COMPANY

In Presence of (SEAL)

By J. D. Bond
Executive Vice President

Gail A. Koland

By THOMAS M. BECKLEY
Secretary

Marian A. Amos

CORPORATE ACKNOWLEDGMENT

State of Minnesota )
) SS
Hennepin County )

On this 27th day of November, A. D., 1964, before me, the undersigned, personally appeared J. D. Bond and Thomas M. Beckley to me personally known, who being by me duly sworn, did say that they are respective Exec. Vice President and Secretary of Soo Line Railroad Company, a Minnesota corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. D. Bond and Thomas M. Beckley severally acknowledged said instrument to be the free act and deed of said corporation.

Douglas L. Hanson
Notary Public, Hennepin County, Minn.
My Commission Expires March 23, 1967.

(NOTARIAL SEAL)

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 14th day of December A. D. 1964 at 3:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 468-469.

ROBERT C. ZIMMERMAN
Secretary of State

INDEXED

(see #2.5)

# RELEASE

OF CERTAIN PROPERTY IN THE CITY OF SPOONER, COUNTY OF WASHBURN

FROM LIEN OF

CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY
MORTGAGE OR DEED OF TRUST OF MAY 1, 1929

BY

MANUFACTURERS HANOVER TRUST COMPANY, TRUSTEE

TO

LAMPERT YARDS, INC.

DATED, NOVEMBER 12, 1964

---

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as the "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369-425, inclusive.

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to LAMPERT YARDS, INC., of St. Paul, Minnesota all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said mortgage or deed of trust dated May 1, 1929, in and to the property situated in the City of Spooner County of Washburn, and State of Wisconsin, and described as follows, to wit:

That part of the Southeast Quarter of the Northeast Quarter (SE ¼ NE¼) of Section Thirty-one (31) and the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section Thirty-Two (32), all in Township Thirty-nine (39) North, Range Twelve (12) West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the Easterly line of Railroad Street, also known as Front Street, Seven Hundred Eighty-seven (787) feet Southerly of, as measured along the Easterly line of said Front Street from the Easterly extension of the Southerly line of Walnut Street, also known as 5th Street; thence Northerly along the Easterly line of said Railroad Street, a distance of One Hundred Sixteen (116) feet; thence Southeasterly along a line drawn at right angles to the center line of Spur Track I.C.C. Number 74 of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as now located and established, a distance of Sixty (60) feet, more or less, to a point Eight and Five-Tenths (8.5) feet Northwesterly of, as measured at right angles from the center line of said Spur Track; thence Southwesterly along a line parallel with the center line of said Spur Track to a line drawn at right angles from the center line of said Spur Track to the point of beginning; thence Northwesterly along a line drawn at right angles from the center line of said Spur Track, a distance of Forty-Five (45) feet, more or less, to the point of beginning.

ALSO: That part of the Northwest Quarter ~~of the Northwest Quarter~~ of the Northwest Quarter (NW¼ NW¼) of Section Thirty-Two (32), Township Thirty-nine (39) North, Range Twelve (12) West of the Fourth Principal Meridian, described as follows, to wit: Beginning at a point on the Easterly line of Front Street, as platted, distant One Hundred Fifty-five (155) feet Southerly of, as measured along the Easterly line of said Front Street from the Easterly extension of the Southerly line of Pine Street, as platted; thence Southeasterly along a line which forms an angle of Eighty-Nine Degrees Forty-eight Minutes (89°48') as measured clockwise from said Easterly line of Front Street, a distance of Sixty and Seventy One-Hundredths (60.70) feet, more or less, to a point Eight and Five-Tenths (8.5) feet Northwesterly of the center line of Grantor's Track Number I.C.C. 77; thence Southwesterly parallel with said center line and its Southwesterly extension, a distance of Three Hundred Five (305) feet; thence Northwesterly along a line which forms an angle of Ninety Degress Fifty Minutes (90° 50') as measured counterclockwise from the last described line, a distance of Fifty-seven and Twenty-Two One-Hundredths (57.22) feet, more or less, to said Easterly line of Front Street; thence Northeasterly along said Easterly line of Front Street, a distance of Three Hundred Five (305) feet, more or less, to the point of beginning.

This release is executed upon the written request of Chicago and North Western Railway Company, approved by resolution of its Board of Directors, on behalf of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, and an Agreement dated November 7, between The H anover Bank (now Manufacturers Hanover Trust Company), Trustee, Chicago and North Western Railway Company and Chicago, Saint Paul, Minneapolis and Omaha Railway Company, said latter Railway Company having sold and conveyed the property so released to LAMPERT YARDS, INC. and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Railway Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 12th day of November, 1964.

MANUFACTURERS HANOVER TRUST COMPANY

(SEAL)

By D. B. Herterich
Assistant Vice President

Attest:

W. G. Battenfeld
Assistant Trust Officer

Signed, Sealed and Delivered in Presence of:

F. Peter O'Brien

N. Wolf

STATE OF NEW YORK )
CITY AND COUNTY OF NEW YORK ) ss.

I, M. PAUL KOCH, a Notary Public in and for said City and County of New York, in the State of New York do hereby certify tat D. B. HERTERICH and W. G. BATTENFIELD personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers H anover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers H anover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said company.

GIVEN under my hand and official seal this 12th day of November, A. D. Nineteen Hundred and Sixty-four.

(NOTARIAL SEAL)

M. PAUL KOCH
Notary Public, State of New York
No. 41-2163307 - Qualified in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1965.

State of Wisconsin )
Department of State) ss.

Received this 14th day of December A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 470-471.

ROBERT C. ZIMMERMAN
Secretary of State

471

~~479~~ 480

(fee $1.50)

# A G R E E M E N T

COVERING CROSSING AGREEMENT

BETWEEN

MANEGOLD STONE COMPANY and MANEGOLD CONCRETE CO., INC.

AND

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

DATED, MAY 3, 1963

---

THIS AGREEMENT, made and entered into this 24th day of November, 1964, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, hereinafter called the "Railroad Company," and MANEGOLD STONE COMPANY and MANEGOLD CONCRETE CO., INC., both of Milwaukee, Wisconsin, hereinafter called "Licensees",

W I T N E S S E T H:

That for and in consideration of the covenants and undertakings by the parties, as hereinafter set forth, the Railroad Company and the Licensees hereby mutually agree as follows:

1. The Railroad Company hereby grants to the Licensees the right, license and privilege to use an existing 24 foot wide crossing at grade over the Railroad Company's two tracks and right-of-way in the Northwest Quarter of the Northeast Quarter of Section 26, Township 7 North, Range 21 East, in the County of Milwaukee and State of Wisconsin, as shown in yellow tint on the plat dated May 3, 1963, hereto attached and made a part hereof.

2. The Railroad Company will, at the sole cost and expense of the Licensees, maintain, repair and renew the existing crossing in its tracks at said location.

3. The Licensees shall, at their sole cost and expense, maintain and repair the approaches to said crossing and, at like expense, provide the necessary drainage for said crossing, all in a manner that shall meet the approval of the Railroad Company's Chief Engineer.

4. The right, license and privilege herein granted may only be terminated by the written mutual consent of the Railroad Company, Manegold Stone Company and Manegold Concrete Co., Inc.

5. Upon termination of the right, license and privilege herein granted, the Licensees shall promptly, at their sole cost and expense, restore the premises of the Railroad Company to their former state of usefulness. Upon failure of the Licensees so to do, the Railroad Company may perform such work and the Licensees shall reimburse the Railroad Company therefor.

6. The Railroad Company grants to Manegold Stone Company and/or Manegold Concrete Co., Inc. the right to assign the right, license and privilege herein granted to three (3) additional parties. Either Licensee making an assignment under this paragraph shall notify the Railroad Company of such additional parties having the right to use the crossing. Additional assignments may be made only with the written consent of the Railroad Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

In the Presence of:
E. C. Adams
W. R. Levy

By WILLIAM J. QUINN
President

(SEAL)

MANEGOLD STONE COMPANY

By William R. Manegold,
President

Countersigned:

In the Presence of:
R. A. Haines
Laurence D. Hughes

By John R. Manegold
Secretary

MANEGOLD CONCRETE CO., INC.

In the Presence of:
R. A. Haines
Laurence D. Hughes

By Lawrence J. Manegold
President

(SEAL)

Countersigned:

By Gilbert W. Manegold
Secretary

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 16th day of December A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 472.

ROBERT C. ZIMMERMAN
Secretary of State

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(fee $2.25)

# R E L E A S E

OF CERTAIN LAND IN THE VILLAGE OF RADISSON, COUNTY OF SAWYER
FROM LIEN OF
CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST OF MAY 1, 1929

BY

MANUFACTURERS HANOVER TRUST COMPANY, TRUSTEE

TO

LAMPERT YARDS, INC.

DATED, MARCH 12, 1964

---

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as the "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin, on the 13th of May, A. D. 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369 to 425, inclusive, as supplemented and amended.

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to LAMPERT YARDS, INC., a Minnesota corporation, of St. Paul, Minnesota, all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said mortgage or deed of trust dated May 1, 1929, in and to the property situated in the Village of Radisson, County of Sawyer, and State of Wisconsin, and described as follows, to wit:

That part of the Southeast Quarter (SE¼) of Section Fifteen (15), Township Thirty-eight (38) North, Range Seven (7) West of the 4th Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the South line of Omaha Street with the East line of Clark Street, extended, said point of beginning also being the Northwest corner of the most Easterly parcel of land as conveyed in quit claim deed dated November 5, 1962, from the Chicago, Saint Paul, Minneapolis and Omaha Railway Company to the State of Wisconsin; thence West along the South line of said Omaha Street, a distance of Eighty (80) feet to the West line of said Clark Street, extended; thence South along the West line of said Clark Street, extended, a distance of Eleven (11) feet; thence West along a line parallel with the original South line of said Omaha Street, a distance of Eighty-three (83) feet; thence South along a line parallel with the West line of said Clark Street, extended a distance of Twenty-six (26) feet; thence West along a line parallel with the original South line of said Omaha Street, a distance of One Hundred Seventy-one (171) feet; thence South along a line parallel with the West line of said Clark Street, extended, a distance of Ninety (90) feet, more or less, to a point Nine (9) feet Northerly of, as measured radially from, the center line of Spur Track I.C.C. No. 22 of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as now located and established; thence Easterly along a line parallel with the center line of said spur track to a point One Hundred Seventy (170) feet East of, as measured along a line parallel with the original South line of said Omaha Street from the East line of said Clark Street, extended; thence North along a line parallel with the East line of said Clark Street, extended, a distance of One Hundred Twelve (112) feet, more or less, to a point Thirty-two (32) feet South of, as measured along a line parallel with the East line of

said Clark Street, extended, from the original South line of said Omaha Street; thence West along a line parallel with the original South line of said Omaha Street, a distance of One Hundred Seventy (170) feet to the East line of said Clark Street, extended; thence North along the East line of said Clark Street, extended, a distance of Thirty-two (32) feet to the point of beginning.

This release is executed upon the written request of Chicago and North Western Railway Company, approved by resolution of its Board of Directors, on behalf of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, and an Agreement dated November 7, 1957, between The Hanover Bank (now Manufacturers Hanover Trust Company), Trustee, Chicago and North Western Railway Company and Chicago, Saint Paul, Minneapolis and Omaha Railway Company, said latter Railway Company having sold and conveyed the property so released to LAMPERT YARDS, INC., a Minnesota corporation, of St. Paul, Minnesota, and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Railway Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 12th day of March, 1964.

MANUFACTURERS HANOVER TRUST COMPANY

(SEAL)

By D. B. HERTERICH
Assistant Vice President

ATTEST:

T. C. Crane
Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

W. B. Dodge, Jr.

F. P. O'Brien

STATE OF NEW YORK )
CITY AND ) ss.
COUNTY OF NEW YORK )

I, M. Paul Koch, a Notary Public in and for said City and County of New York, do hereby certify that D. B. Herterich and T. C. Crane, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 12th day of March A.D., Nineteen Hundred and Sixty-four.

M. PAUL KOCH
Notary Public, State of New York
No. 41-2163307
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1965

(NOTARIAL SEAL)

STATE OF WISCONSIN } SS.
DEPARTMENT OF STATE }

Received this 18th day of December A. D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 473-474.

ROBERT C. ZIMMERMAN
Secretary of State



MORTGAGE

This Mortgage, made as of the 1st day of December, 1964, by and between MILWAUKEE & SUBURBAN TRANSPORT CORPORATION, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and First Wisconsin National Bank of Milwaukee, a national banking association, organized and existing under the laws of the United States of America (hereinafter called the "Mortgagee"), party of the second part:

WITNESSETH, THAT:

WHEREAS, to secure the payment of indebtedness of the Company in the principal sum of $2,700,000.00 under the "Note") dated December 22, 1964 and issued the Company's Loan Agreement dated as of December 1, 1964 with the Mortgagee (hereinafter called the "Loan Agreement"), the Company has agreed to execute and deliver this Mortgage; and

WHEREAS, the execution and delivery of this Mortgage by the Company has been duly authorized and all requirements of law and of the Articles of Incorporation and By-Laws of the Company have been fully complied with, and all other acts and things necessary to make this Mortgage a valid, binding and enforceable instrument for the security of the Note and Loan Agreement have been done and performed;

NOW, THEREFORE, the Company in consideration of the sum of $1.00 to it in hand paid, the receipt of which is hereby acknowledged, and of other good and valuable consideration, and in order to comply with the requirements of the Loan Agreement, does hereby grant, bargain, sell and convey unto the Mortgagee and to its successors and assigns, the following described properties, to-wit:

GRANTING CLAUSE I

The real estate more specifically described and enumerated in the schedule hereto annexed, denoted Schedule I, and made a part thereof, reference to which is hereby made with the same force and effect as though said descriptions and enumerations were herein set forth at length.

GRANTING CLAUSE II

Also and together with the tenements, hereditaments, rights, privileges and appurtenances to the same belonging, and all buildings, structures, improvements and fixtures of every kind and description which are now or may hereafter be located on the real estate above described (including, without limitation by virtue of the following descriptions, all heating systems, sprinkler systems, electric systems, boilers and plumbing) all of which are hereby declared to be a part of said real estate whether physically attached thereto or not.

GRANTING CLAUSE III

Also and together with all real estate hereafter acquired by the Company, together with all such buildings, structures, improvements and fixtures, of every kind and description at any time located or used or provided for use thereon (which are hereby declared to be a part of said real estate whether physically attached thereto or not), it being the intention hereof that all such after-acquired property shall be as fully embraced within and subject to the lien hereof as if now owned by the Company and specifically described herein.

GRANTING CLAUSE IV

Also and together with the trackless trolley cars and gasoline and diesel motor buses listed on the schedule hereto annexed, denoted Schedule II, and made a part hereof, reference to which is hereby made with the same force and effect as though said descriptions and enumerations were herein set forth at length, and all equipment located at the Company's car houses, repair shops and garages and used in servicing, overhauling and making major repairs to trolley cars and motor buses, subject only to any title retention or similar liens thereupon in existence of record on the date hereof.

GRANTING CLAUSE V

Also and together with all trackless trolley cars, gasoline and diesel motor buses, and equipment located atthe Company's car houses, repair shops and garages and used in servicing, overhauling and making major repairs to such vehicles hereafter acquired by the Company, it being the intention hereof that all such after-acquired vehicles and equipment shall be as fully embraced within and subject to the lien hereof as if now owned by the Company and specifically described herein, subject only to any purchase money or title retention liens on any of said vehicles of equipment in existence at the time of or created as a condition to the Company's acquisition thereof.

GRANTING CLAUSE VI

All poles, feeders, trolley wire and associated devices and suspension owned by the Company wherever installed as a part of the Company's operating property.

EXPRESSLY EXCEPTING AND EXCLUDING, however, all of the property of the Company not expressly described or referred to in the preceding Granting Clauses, including, but not limited to, the following excepted property: (a) All of its automobiles, trucks, trailers and other service and maintenance vehicles; (b) all of its cash, bills, notes, accounts receivable, credits, claims, choses in action, securities, materials and supplies, scraps and tools; and (c) all of its office furniture and equipment, communications equipment, work equipment, stores equipment, and other equipment used or provided for use by the Company; but there shall not be excepted herefrom any equipment which constitutes a part of (i) the real estate described or fererred to in Granting Clauses I, II, or III hereof, or (ii) trolley cars, buses, or servicing, overhauling or repair equipment referred to in Granting Clauses IV and V hereof, or (iii) the electrical distribution system referred to in Granting Clause VI hereof.

All property above referred to and subject or intended to be subject to the lien hereof is hereinafter called the "mortgaged property."

TO HAVE AND TO HOLD the mortgaged property unto the Mortgagee and its successors and assigns. This conveyance is intended as a Mortgage, and if all principal, interest and premium, if any, on the Note and all other indebtedness of liability of the Company under the Loan Agreement shall be paid or discharged when due and if all of the provisions of the Loan Agreement to be performed or observed by the Company shall have been duly performed or observed then this conveyance shall be void, and the Mortgagee shall release the same as provided by law but at the expense of the Company, otherwise this Mortgage to remain in full force and effect.

The Company will not claim any credit on, or make any deduction from the interest or principal hereby secured by reason of the payment of any taxes levied or to be levied upon the lands or other property embraced in this Mortgage during the continuance of the lien of this Mortgage.

The Mortgagee may at its option pay any taxes, assessments or other liens or charges upon any of the mortgaged property and effect and maintain insurance upon the mortgaged property, if the Company shall have failed to pay or discharge or effect and maintain the same as required by the Loan Agreemtnt, in which event the amount of such payments and the cost of such insurance shall be repaid by the Company to the Mortgagee, upon demand, with interest thereon from the time of payment at the rate of 6% per annum, and if not so repaid the amount thereof with interest shall be deemed a part of the indebtedness of the Company secured hereby, in priority to the Note, premium (if any) and interest thereon.

It is understood and agreed that, consistently with the provisions of Section 6.4 of the Loan Agreement, property subject to this Mortgage may be sold or otherwise disposed of to the extent and upon the conditions set forth in said Section of the Loan Agreement, and the Mortgagee at the expense of the Company shall release from the lien hereof any property so sold or otherwise disposed of upon receipt of a written request from the Company for such release and a certificate signed by the President or a Vice President tnd the Treasurer or an Assistant Treasurer of the Company, in form and substance satisfactory to the Mortgagee, showing compliance with the provisions of Section 6.4 of the Loan Agreement. Subject to certain restrictions on the sale or disposition of all or substantially all of its property, assets or business, the Company may sell or otherwise dispose of, free of the lien of this Mortgage, mortgaged property of an aggregate fair value of not to exceed the sum of $50,000 during any calendar year, without release by the Mortgagee. No purchaser in good faith of property covered hereby shall be bound to inquire into or ascertain the authority of the Company to make any such sale or beuunder any obligation to ascertain or to inquire into the authority of the Mortgagee to release such property, provided that there is delivered to such pruchaser (i) in case the property so purchased is of a fair value of less than $50,000, a certificate signed by the President or Vice-President and the Treasurer or any Assistant Treasurer of the Company, stating that no release is required under the provisions of the Loan Agreement in order to effect such sale, free of the lien of this Mortgage, or (ii) in case the property so purchased is of a fair value in excess of $50,000, an instrument of release thereof executed by the Mortgagee.

In the event a default under the Loan Agreement shall occur and be continuing, the Mortgagee may proceed to enforce this Mortgage by action to foreclose or by any other means deemed proper by it and allowed by law in which case all indebtedness secured hereby shall become forthwith due and payable. If legal proceedings areinstituted by the Mortgagee to enforce this Mortgage or if the Mortgagee voluntarily or involuntarily becomes or is made a party to any legal proceeding relating to the mortgaged property or to this Mortgage or the Note or Loan Agreement, the Company shall upon demand reimburse the Mortgage for the amount of its reasonable attorney's fees, costs and expenses in connection with such proceeding, and if not so reimbursed the amount thereof shall be deemed a part of the indebtedness of the Company secured hereby, in proprity to the Note, premium (if any) and interest thereon.



The Company agrees, to the extend that it may lawfully so agree, that upon the entry of a judgment of foreclosure or other adjudication that the Company is in defalut in the performance of its obligations secured hereby, the Mortgagee shall, as a matter of right and without regard to the adequacy of the security, be entitled to the appointment in any proceedings brought to enforce this Mortgage or the obligations secured hereby, of a receiver of the mortgaged property and of the income, rents, issues and profits thereof, while any such proceedings continue to be binding with such powers as may be conferred by the court appointing such receiver.

IN WITNESS WHEREOF, the Company has caused this Mortgage to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested, as of the day and year first above writeen.

In presence of:

MILWAUKEE & SUBURBAN TRANSPORT CORPORATION

/s/ G. C. LARSON
G. C. Larson

By /s/ A. C. HOLMQUIST
A.C. Holmquist, Vice President

/s/ MARY JANE GOVIN
Mary Jane Govin

/s/ M. J. ZUROWSKI
M. J. Zurowski, Secretary

MSTC
11/10/64

STATE OF WISCONSIN )
) SS
MILWAUKEE COUNTY )

Personally came before me this 16th day of December, 1964, A. C. Holmquist, to me known to be the Vice President, and M. J. Zurowski, to me known to be the Secretary of the above-named MILWAUKEE & SUBURBAN TRANSPORT CORPORATION, the corporation described in and which executed the fore going instrument in the name and behalf of said corporation, and acknowledged the same, and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, and that they signed, sealed and delivered said instrument in the name and behalf of said corporation by authority of its Board of Directors and stockholders, and said A. C. Holmquist and M. J. Zurowski then and there acknowledged said instrument to be the free act and deed of said corporation by each of them voluntarily executed.

Given under by hand and notarial seal this 16th day of December, 1964.

/s/ KARL F. ABENDROTH
Karl F. Abendroth
Notary Public, Milwaukee County,
State of Wisconsin

(SEAL)

My commission expires: Feb. 12, 1967

SCHEDULE I

The real estate and property referred to in Granting Clause I of the foregoing Mortgage from Milwaukee & Suburban Transport Corporation to First Wisconsin National Bank of Milwaukee, dated as of December 1, 1964, consists of the real estate and property hereinafter more specifically described as follows:

All of the following described real estate located in Milwaukee County, Wisconsin:

(a) Passenger Station and Waiting Room Land

North Sixtieth and West North Avenue Transfer Station Site: The north 90 feet of Lot 1, Block 1, Pabst Park No; 1, in the NE 1/4 of Section 22, Township 7 North, Range 21 East.

North Sixtieth and West Lloyd Street Transfer Station Site: A parcel of land being a part of Lot Five (5), in Block Eight (8), in Pabst Park No. 1, in the North East One-quarter (1/4) of Section Twenty-two (22), in Township Seven (7) North, Range Twenty-one (21) East, in the City of Wauwatosa, bounded and described as follows: Commencing at the South East corner of the said Lot 5; running thence North and along the East line of Said Lot 5, 40 feet to a point, thence West and parallel to North line of said Lot 5, 120 feet to a point; thence South on and along the West line of said Lot 5, 78.04 feet to the South West corner of said Lot 5; thence North Easterly along the South line of said Lot 5, 125.80 feet to the place of beginning.

North Sixtieth and West Vliet Street Transfer Station Site: That part of Lots laand 2, Block 1, in Rosedale Park, being part of the SW 1/4 of Section 23, Township 7 North, Range 21 East, in the 15th Ward of the City of Milwaukee, described as follows, to wit: Beginning at the Northwest corner of said Lot 1; running thence south along the west line of said lot, 100 feet; thence east, parallel to the south line of said Lots 1 and 2, 60 feet; thence north along the east line of said Lot 2, 91.57 feet to the northeast corner of said Lot 2; thence westerly along the north line of said Lots 2 and 1, 60.58 feet to the point of beginning; subject to restrictions contained in that certain deed recorded on April 26, 1945 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 2107 of Deeds, on Page 632, as Document No. 2553800.

Grange Avenue Transfer Station Site: All of Lot 11 and the south 10 feet of Lot 10, and the south 81.66 feet of Lot 13, in Block 7, in Brenk and Coit Land Co.'s Addition to the Townsite of Cudahy, being a part of the SE 1/4 of Section 26, Township 6 North, Range 22 East, in the City of Cudahy.

Atkinson Avenue Transfer Station Site: All that part of the NW 1/4 and the SW 1/4 of Section 8, Township 7 North, Range 22 East, in the City of Milwaukee, described as follows, to wit: Commencing at the intersection of the northeasterly line of West Atkinson Avenue and the southwesterly line of North Green Bay Avenue as presently laid out; running thence North 60° 09' West on the northeasterly line of West Atkinson Avenue, 102.92 feet to a point; thence North 29° 51' 30" East 74.88 feet to a point in the southwesterly line of North Green Bay Avenue; thence South 24° 06' 30" East on said southwesterly line of North Green Bay Avenue 127.29 feet to the place of beginning together with the easement right for attachment of the train shed and bus shelter roof to the building located on the lands lying northwest of the abovd described premises as said easement is reserved in that certain deed recorded on December 3, 1940, in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 1687 of Deeds, on Page 401, as Document No. 2291696, and subject to the conditions contained therein. Subject to that certain easement of party of the first part dated October 7, 1952, as recorded on October 8, 1952, in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 3146644, granting to Wisconsin Electric Power Company the right of ingress and egress over and across a portion of the above described premises to and from the adjoining substation property of said Wisconsin Electric Power Company.

(b) Car House and Car Storage Yard Land

Fond du Lac Avenue Car Station and Garage Site; That part of the NE 1/4 of Section 13, Township 7 North, Range 21 East, and Lot 3 of Subdivision 18.855 acres in the City of Milwaukee bounded as follows, to wit: On the west by North 35th Street, on the Northeast by West Fond du Lac Avenue, on the east by North 32nd Street, and on the south by West Locust Street, EXCEPTING THEREFROM:

(1) That portion of the above described premises lying north of the south line of lands described in the land contract to Clarence F. Sommerfield, dated July 11, 1945, and recorded on July 31, 1946, in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 2643339, said south line being more fully described as follows: Commencing at a point in the east line of North 35th Street, which point is 135.95 feet south of the point of intereection of said east line of North 35th Street and the southwesterly line of West Fond du Lac Avenue; running thence North 68° 11' East on the center line of a party wall and its extension 61.32 feet to a point; thence South 21° 53' East 42.50 feet to a point; thence North 68° 07' East 9.53 feet to a point; thence North 46° 19' 30" East at right angles to the southwesterly line of West Fond du Lac Avenue 43.92 feet to a point on said southwesterly line of West Fond du Lac Avenue. Subject to party wall agreement as described in said Document No. 2643339.

(2) That part conveyed to State of Wisconsin by Quitclaim Deed dated October 24, 1956 and recorded October 26, 1956 at Volume 3636 of Deeds, Page 187, Document No. 3534932.

(3) That part conveyed to Aaron L. Tilton by Warranty Deed dated May 4, 1964 and recorded May 8, 1964 at Reel 189, Image 934, Document No. 4100562.

(4) That part conveyed to Ella M. Geipel Trust by Warranty Deed dated May 4, 1964 and recorded May 14, 1964 at Reel 190, Image 96, Document No. 4100546.

SUBJECT TO an easement over, and an option to purchase portions thereof contained in a Grant of Easements and Other Rights to Aaron L. Tilton dated May 7, 1964 and recorded May 8, 1964 at Reel 189, Image 942. Document No. 4100565.

Kinnickinnic Avenue Car Station Site: Lot lettered "B" in Subdivision of Lots lettered "B" and "L", Horace Chase's Subdivision in the NE 1/4 of Section 5, Township 6 North, Range 22 East, except a strip of land off the south end measuring 3 inches wide at the east end and 9 inches wide at the west end.

Fiebrantz Avenue Car Station Site: all that part of the Southeast 1/4 of Section 6, Township 7 North, Range 22 East, in the City of Milwaukee, bounded and described as follows, to wit: Commencing at the southwest corner of Lot 3, Block 1, of Harry Mewes Subdivision; running thence east on the north line of West Fiebrantz Avenue 229.12 feet to a point; which point is the place of beginning of the lands herein described; thence North 22° 38' 20" West 57;15 feet to a point; thence west 14.2 feet to a point; thence North 8° 09' West 20.45 feet to a point; thence North 0° 26' West 305 feet to a point; thence North 8° 48' 40" West 20.23 feet to a point; thence North 0° 06' 15" West 42.30 feet to a point; thence North 44° 50' 55" East 42.82 feet to a point on the extended south line of Block 2 of the Savings and Investment Association of Milwaukee Subdivision No.21; thence east on the south line of said Block 2 and the extension thereof, 292.63 feet to the southeast corner of Lot 15 of said Block 2; thence South 0° 25' East on thw west line of said Block 2, 295.5 feet to the southwest corner of Lot 25, said Block 2; thence east on the south line of said Lot 25, 120 feet to a point on the west line of North 19th Street; thence South 0° 25' East on the west line of said North 19th Street 175.59 feet to a point on the north line of West Fiebrantz Avenue; thence west on the north line of West Fiebrantz Avenue 401.33 feet to the place of beginning. Excepting and reserving therefrom all that part of the above described parcel lying west of a line 200 feet east of and parallel to the east line of North 20th Street as said street is presently laid out.

All that part of the north 80 feet of Lots 1, 2 and 3, Block 4, People's Building and Loan Association Subdivision No. 7, a subdivision in the W 1/2 of the SE 1/4 of Section 6, Township 7 North, Range 22 East, City of Milwaukee, described as follows, to wit: Commencing at the northeast corner of said Lot 1; running thence south on the east line of said Lot 1, 75 feet to a point; thence northwest in a straight line to a point in the north line of said Lot 3, which point is 65 feet west of said northeast corner of said Lot 1; thence east on the north line of said Lots 3, 2 and 1, 65 feet to the place of beginning.

Oakland Avenue Car Station Site: All that part of Government Lot 2 in the NE 1/4 of Section 9, Township 7 North, Range 22 East, described as follows, to wit: Commencing at a point on the south line of said Lot 2, which point is 329.00 feet west of SE corner of said Lot 2, running thence westerly on the south line of said lot to the east line of the railway right-of-way of the Chicago & North Western Railway Company; thence northwest on said east line of the Chicago & North Western Railway Company right-of-way to the southeast line of Morris Boulevard; thence northeasterly on said southeast line of Morris Boulevard to the southwest corner of Lot 22, Block 1, Ravinia Park Subdivision, being a subdivision in said NE 1/4 of said Section 9; thence North 89° 08' East on the south line of said Block 1 of Ravinia Park Subdivision 498.74 feet to a point; thence south on the west line of said Block 1, 365 feet to a point; thence North 89° 08' East on the south line of said Block 1, 160 feet to a point in the east line of said section 9; thence south on said section line 217.23 feet to a point which is 86.84feet north of the southeast corner of said Lot 2; thence South 89° 11' West parallel to the south line of said Lot 2, 116.83 feet to a point; thence north parallel to the east line of said Lot 2, 14.4 feet to a point; thence South 89° 11' West, 9.6 feet to a point, thence north, parallel to said east line of Lot 2, 39.8 feet to a point; thence South 89° 11' West, 202.57 feet to a point; thence south parallel to said east line 141.04 feet to the place of beginning. Subject to the public's use of



North Oakland Avenue, which includes that part of the above described land lying east of a line 40 feet west of and parallel to the east line of said Section 9.

Also together with the easements and party wall rights conveyed to party of the first part by, and subject to the easements, party wall rights, exceptions, reservations and conditions contained in that certain correction deed dated January 29, 1947, and recorded on February 6, 1947 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 2335 of Deeds, on Pages 538 to 542, inclusive, as Document No. 2693852.

Also together with the easements reserved to party of the first part by, and subject to the easements, exceptions, reservations and conditions contained in that certain deed of party of the first part to Wisconsin Electric Power Company dated April 11, 1947, and recorded on April 14, 1947 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 2706334.

Also subject to rights of Metropolitan Sewerage Commission of the County of Milwaukee to construct, maintain and operate a sewer in the property as set forth in right-of-way granted July 21, 1930 by Milwaukee Electric Railway and Light Company to Metropolitan Sewerage Commission of the County of Milwaukee, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 1354 of Deeds, Page 328, as Document No. k857524.

(c) Garage Land

East Kinnickinnic Garage: A strip of land at the south end of Lot B in Subdivisions of Lots B and L, Horace Chase's Subdivision in the NE 1/4 of Section 5, Township 6 North, Range 22 East, measuring 3 inches wide at the east end and 9 inches wide at the west end.

Also Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 132, except the east 23 feet, and that part lying east of South Kinnickinnic Avenue of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 133, of Judge A. D. Smith's Subdivision, in said NE 1/4 of Section 5; excepting and reserving therefrom all that part of Lots 7, 8 and 9 in said Block 132, that part of Lots 7, 8 and 9 in said Block 133, lying east of South Kinnickinnic Avenue, and that part of vacated Barclay Street, all in said Judge A. D. Smith's Subdivision, bounded and described as follows, to wit: Commencing at a point on the south line of said Lot 9, Block 132, 23 feet west of the southeast corner of said Lot 9, Block 132, running thence north parallel to the east line of said Block 132, 60.88 feet to a point on the extended line of the north face of an existing wall; thence west on the north face of said wall and its extension to a point on the easterly line of South Kinnickinnic Avenue as presently laid out and occupied; thence southeasterly on said easterly line 65.46 feet to a point on the north line of East Maple Street 156.49 feet to the place of beginning, together with the footings of said wall with the permanent right and easement to maintain, repair and replace said footings in the south 3 feet of said conveyed premises, and the permanent right to use in common with party of the second part the existing drains, sewers and water mains on the premises hereby conveyed and now serving the said excepted premises.

Also together with the right to maintain existing attachments to said wall for the support and use of the garage structure on the premises hereby conveyed so long as said existing wall shall remain in place, and the permanent right to use in common with party of the first part the existing drains, sewers and water mains on the said excepted premises and now serving the premises hereby conveyed.

1715 South Kinnickinnic Avenue Garage: The south 60 feet of Lot lettered "C" in Horace Chases's Subdivision in the NE 1/4 of Section 5, Township 6 North, Range 22 East.

West Kinnickinnic Garage: All that part of Lots 1, 2, 3 and 4 in Block 133 of Judge A. D. Smith's Subdivision in the NE 1/4 of Section 5, Township 6 North, Range 22 East, lying west of South Kinnickinnic Avenue, and all of Lots 15, 16 17 and 18 in said Block 133.

(d) Repair Shop Land

Cold Spring Shops: That part of the SW 1/4 of Section 24, and the NW 1/4 of Section 25, Township 7 North, Range 21 East, described as follows, to wit: Commencing at the southeast corner of Lot 14, Block 2, Winckler's West Park Addition; thence north on the east line of said Lot 14 to the southwest corner of Lot 17, Adelin Subdivision; thence east on the south line of said Lot 17, 157.55 feet to North 40th Street; thence south on the west line of North 40th Street to the south line of West McKinley Avenue; thence east on said south street line to the northwest corner of the south one-half of Lot 20, Block 2, Becker's Subdivision; thence south on the west line of said Block 2 to a point on the northwesterly right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence southwesterly on said right-of-way line to the center line of West Highland Boulevard thence northwesterly and north on said center line to its intersection with the south line of said Lot 14 extended west; and thence east on said south lot line and said extension to the place of beginning, excepting and reserving therefrom the east 39 feet. Subject to that certain easement of party of the first part dated October 7, 1952, and recorded on October 8, 1952, in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 3146645, granting to Wisconsin Electric Power Company the permanent right to keep, use, maintain or remove certain buildings and equipment located on the easterly portion of the above described premises hereby conveyed, together with the right of ingress and egress to and from said buildings and equipment.

(e) Miscellaneous Land

Lower Cold Spring Yard: That part of the NW 1/4 of Section 25 and the NE 1/4 of Section 26, Township 7 North, Range 21 East, described as follows, to wit: Commencing at the intersection of the center line of West State Street and the east line of said Section 26; running thence North 79° 15' West on said center line, 117.05 feet to a point, which point is 115 feet west of said section line; thence north and parallel 115 feet distant from said section line, 749.93 feet to a point; thence North 54° 22' East, 141.49 feet to a point on said section line; thence north on said section line to a point on the south line of Block 3, Menominee Subdivision in said NW 1/4 of Section 25; thence North 88° 26' 15" East on the south line of said Block 3, 274.72 feet; thence North 54° 24' 55" East on the southeasterly line of said Block 3 and the extension thereof 145.47 feet; thence North 0° 05' East parallel to the east line of said Block 3, 92.36 feet to the south line of West Martin Drive; thence North 89° 55' East on said south line and the extension thereof to a point on the center line of West Highland Boulevard; thence southeasterly on said center line to the northwesterly line of the railway right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company; thence southwesterly on said right-of-way line to the intersection with said center line of West State Street; and thence west on said center line to the place of beginning; excepting and reserving therefrom that part of the above parcel described as follows:

Commencing at the Northeast corner of Lot 8, Block 3, Menomonee Subdivision, a subdivision in said Northwest one-quarter (NW 1/4) of Section 25; thence S. 89° 55' East on the South line of W. Martin Drive 14 feet to a point, which point is the place of beginning for lands herein described; thence continuint S. 89° 55' East on said South line 126.08 feet to a point on the westerly line of W. Highland Boulevard; thence S. 35° 20' East on said westerly line 76.09 feet to a point; thence S. 64° 31' West 188.61 feet to a point; thence N. 0° 05' East, parallel to the East line of aforesaid Lot 8, Block 3,143.45 feet to the place of beginning.Subject, however, to rights of A. Gettlemnn Brewing Company to locate, maintain, operate and repair water mains as reserved in a deed from A. Gettleman Brewing Company to The Milwaukee Electric Railway and Light Company recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, in Volume 1012 of Deeds, Page 412, as Document No. 1271976; subject also to a 15 foot easement to the City of Milwaukee for sewer purposes as set forth in conveyance from Milwaukee Sharpshooters Society of Milwaukee to the City of Milwaukee dated September 18, 1893 and recorded October 12, 1893 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Volume 322 of Deeds, Page 123, as Document No. 242866; subject also to conveyance from James D. Shaw to the City of Milwaukee dated March 31, 1906 for construction and maintenance of a viaduct for highway purposes, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin April 16, 1906, in Volume 529 of Deeds, Page 181, as Document No. 544196.

SCHEDULE II

The trackless trolley cars and gasolineand diesel motor busses referred to in Granting Clause IV of the foregoing Mortgage from Milwaukee & Suburban Transport Corporation to First Wisconsin National Bank of Milwaukee, dated as of December 1, 1964, include the below-listed equipment:

(a) Trackless Trolley Cars

Ninety-two trackless trolley cars, numbered 327, 328, 329, 332, 334, 336, 340, 341, 343, 344, 345, 347, 348, 349, 350, 351, 352. 353, 354, 356 to 378, inclusive, 380, 382 to 389, inclusive, 424, 428, 431, 432, 433, 435, 436, 439 to 446, inclusive, 449, 515 to 539, inclusive.

(b) Gasoline Motor Buses

Ninety-four gasoline motor buses, numbered 891 to 906, inclusive, 908, 910, 911, 914, 916, 917, 918, 920, 921, 974 to 984, inclusive, 1002, 1003, 1010, 1011, 1013, 1015, 1017 to 1024, inclusive, 1026, 1028, 1034, 1035, 1037, 1038, 1040, 1043, 1048, 1051, 1055, 1056, 1059, 1062, 1064 to 1069, inclusive, 1072, 1074 to 1096, inclusive.

(c) Diesel Motor Buses

Four hundred ninety-six diesel motor buses, numbered 1196 to 1586, inclusive, 1601 to 1675, inclusive, 1701 to 1730, inclusive. (Buses numbered 1601 to 1675, inclusive, are subject to Conditional Sale Contract dated as of July 17, 1963, and buses numbered 1701 to 1730, inclusive, are subject to Conditional Sale Contract dated July 30, 1964.)

(d) Fare Boxes

One thousand, two hundred and three fare boxes used on the aforementioned trackless trolley cars and motor buses.

STATE OF WISCONSIN } ss.
Department of State
Received this 18th day of
Dec. A. D. 19 64 at 10
o'clock A M. and recorded in Vol.
47 of KRM
on page 475-482 (433-438)
Secretary of State





QUIT CLAIM DEED

COVERING REAL ESTATE IN THE CITY OF DODGEVILLE, IOWA COUNTY

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

SUNRAY DX OIL COMPANY

DATED, SEPTEMBER 21, 1964

- - - - - - - - - - - -

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of One Thousand One Hundred and No/100 DOLLARS ($1,100.00), conveys and quitclaims to SUNRAY DX OIL COMPANY, a Delaware Corporation of Tulsa County, Oklahoma, GRANTEE, all interest in the following described real estate situated in the City of Dodgeville, County of Iowa, and the State of Wisconsin, to wit:

That part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE¼) of Section Twenty-one (21, Township Six (6) North, Range Three (3) East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the Northwesterly line of Highway Number 18 with the Northerly extension of the East line of Dydno Street; thence Southwesterly along the Northwesterly line of said Highway Number 18, a distance of Sixty-Nine (69) feet to the point of beginning of land to be described; thence continuing Southwesterly along the Northwesterly line of said Highway, a distance of Ninety-Two (92) feet; thence North along a line parallel with the Northerly extension of the East line of said Dydno Street, a distance of One Hundred Twenty-five (125) feet; thence Southeasterly along a straight line drawn to a point Forty-Two (42) feet North of the point of beginning, as measured along a line parallel with the Northerly extension of the East line of said Dydno Street; thence South along a line parallel with the Northerly extension of the East line of said Dydno Street, a distance of Forty-Two (42) feet to the point of beginning.

THIS CONVEYANCE is made by said Chicago and North Western Railway Company, free from Mortgage Liens, in accordance with the provisions of Section 2, Article VIII of each of the following instruments, to wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

Second Mortgage and Deed of Trust from Chicago and North Western Railway Company to Chemical Bank & Trust Company, Trustee, dated January 1, 1939, and effective June 1, 1944, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

AS FURTHER EVIDENCE of the Chicago and North Western Railway Company's authorization to make this conveyance, it is hereby certified on behalf of the Railway Company that the land heretofore described, and constituting part of the roadway of said Railway Company, is no longer useful to said Railway Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of by said Railway Company, ~~and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of by said Railway Company~~, in accordance with the provisions of Section 2, Article VIII of each of the said instruments heretofore above referred to, in the calendar year of 1964, as of the date hereof, including said land heretofore described, is not more than $100,000.00.

DATED this Twenty-First day of September, 1964.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

Signed, Sealed and Delivered in
Presence of:

Vincent J. Luisi

J. C. Wilson

(SEAL)

By C. J. Fitzpatrick
President

Attest T. A. Ross
Secretary

Approved: C. S. Anderson
Chief Title Officer

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. FITZPATRICK and T. A. ROSS, to me personally known and known to me to be respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this Twenty-First of September, 1964.

(NOTARIAL SEAL)

A. S. FLECK
Notary Public in and for the County of Cook, in the State of Illinois

My Commission Expires: August 23, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE) ss.

Received this 21st day of December A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 483-484.

ROBERT C. ZIMMERMAN
Secretary of State



SATISFACTION OF MORTGAGES

BY

MILWAUKEE & SUBURBAN TRANSPORT CORPORATION

TO

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

DATED, DECEMBER 24, 1964

- - - - - - - - - - - - -

First Wisconsin National Bank of Milwaukee, a national banking association duly organized and existing under and by virtue of the laws of the United States, located at Milwaukee, County of Milwaukee State of Wisconsin, does hereby certify that those two Mortgages executed by Milwaukee & Suburban Transport Corporation to First Wisconsin National Bank of Milwaukee listed below are fully paid and satisfied:

(a) Mortgage dated the 1st day of April, 1961, and recorded in the office of the Secretary of State of Wisconsin on the 26th day of April, 1961, at 10:00 o'clock A.M. in Volume 47 of Railroad Mortgages, on pages 42 to 50, inclusive; and

(b) Mortgage dated the 1st day of November, 1962, and recorded in the office of the Secretary of State of Wisconsin on the 20th day of November, 1962, at 10:00 o'clock A.M., in Volume 45 of Railroad Mortgages, on pages 356-363, inclusive.

IN WITNESS WHEREOF, the said First Wisconsin National Bank of Milwaukee has caused these presents to be signed by J. H. Hendee, Jr., its Vice President and Countersigned by John G. Slater, its Assistant Cashier at Milwaukee, Wisconsin, and its seal to be hereunto affixed this 24th day of December, A. D., 1964.

FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

Signed and Sealed in
Presence of:

(SEAL)

J. H. Hendee, Jr.
Vice President

Nelson H. Holzer

Countersigned:

Marianne D. Watson

John G. Slater
Assistant Cashier

STATE OF WISCONSIN )
) ss.
MILWAUKEE COUNTY )

Personally came before me, this 24th day of December, A. D., 1964, J. H. Hendee, Jr., Vice President, and John G. Slater, Assistant Cashier of the above-named Association, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Assistant Cashier of said Association, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Association, by its authority.

J. C. Wolfgram
Notary Public, Milwaukee Co., Wis.
Commission expires: May 26, 1968.

(Notarial Seal)

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 29th day of December A.D. 1964 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on page 485.

ROBERT C. ZIMMERMAN
Secretary of State

RELEASE

OF CERTAIN LAND IN THE CITY OF ELROY, JUNEAU COUNTY

FROM LIEN OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

THAT CERTAIN MORTGAGE OR DEED OF TRUST DATED MAY 1, 1929

BY

MANUFACTURERS HANOVER TRUST COMPANY, TRUSTEE

TO

SUNRAY DX OIL COMPANY

DATED DECEMBER 10, 1964

- - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as the "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929 in Volume 27 of Railroad Mortgages, etc., on Pages 369-425, inclusive.

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to

SUNRAY DX OIL COMPANY, a Delaware Corporation, of Tulsa County, Oklahoma

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said mortgage or deed of trust dated May 1, 1929, in and to the property situated in the City of Elroy, County of Juneau, and State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section Thirty-Three (33), Township Fifteen (15) North, Range Two (2) East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the South line of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section Thirty-Three (33), with the Southeasterly extension of the center line of Spur Track I.C.C. Number 243 of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as now located and established; thence Northwesterly along the center line of said Spur Track and extension thereof, a distance of Fifty-Two (52) feet; thence Northeasterly along a line at right angles to the last described course, a distance of Eight and Five-Tenths (8.5) feet to the point of beginning; thence Northwesterly along a line parallel with the center line of said Spur Track, a distance of One Hundred Seventy (170) feet; thence Northeasterly along a line at right angles to the last described course, a distance of One Hundred Thirty (130) feet, more or less, to a point Three Hundred (300) feet East of, as measured along a line parallel with the South line of said Quarter Quarter Section from the center line of the main track of the former West Wisconsin Railway Company, now the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as originally located and established; thence South along a line parallel with the center line of said main track, a distance of One Hundred Ninety (190) feet, more or less, to a line drawn at right angles from the center line of said Spur Track through the point of beginning; thence Southwesterly along the last described course, a distance of Fifty (50) feet, more or less, to the point of beginning.



This release is executed upon the written request of Chicago and North Western Railway Company, approved by resolution of its Board of Directors, on behalf of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, and an Agreement dated November 7, 1957, between The Hanover Bank (now Manufacturers Hanover Trust Company), Trustee, Chicago and North Western Railway Company and Chicago, Saint Paul, Minneapolis and Omaha Railway Company, said latter Railway Company having sold and conveyed the property so released to SUNRAY DX OIL COMPANY,

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Railway Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 10th day of December 1964.

MANUFACTURERS HANOVER TRUST COMPANY

By E. Loriot

Its Assistant Vice President

( SEAL)

ATTEST:

W. G. Battenfeld

Its Assistant Trust Officer

Signed, Sealed and Delivered in Presence of:

C. E. Wilson

E. Corlup

STATE OF NEW YORK )
CITY AND ) SS.
COUNTY OF NEW YORK )

I, James P. Maguire, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that E. Loriot and W. G. Battenfeld, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

Given under my hand and official seal this 10th day of December A.D. Nineteen Hundred and Sixty-Four.

James P. Maguire

(Notarial Seal)

My Commission Expires: 30 Mar. 1966

Notary Public, State of New York
No. 03-7665410 Qualified in Bronx County
Certificate filed in Bronx County
Commission Expires March 30, 1966

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE)

Received this Seventh day of January A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 486 and 487.

ROBERT C. ZIMMERMAN
Secretary of State

RELEASE

OF CERTAIN LAND IN THE TOWNSHIP OF HARMONY, ROCK COUNTY, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY (NOW CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

WOLOHAN REALTY COMPANY

DATED OCTOBER 16, 1964

- - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

WOLOHAN REALTY COMPANY, a foreign corporation,

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Township of Harmony, County of Rock, and State of Wisconsin.

and described as follows, to wit:

Part of the Northwest Quarter (NW 1/4) and part of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Three (3) North, Range Thirteen (13) East of the Fourth Principal Meridian, Harmony Township, Rock County, Wisconsin, described as follows: Commencing at the West Quarter corner of Section Eighteen (18), Township Three (3) North, Range Thirteen (13) East of the Fourth Principal Meridian; thence South Eighty-seven Degrees, Forty-five Minutes, Twenty Seconds (87° 45' 20") East on a true bearing along the East and West center line of said Section Eighteen (18), Four Hundred Forty-six and Twenty-five One-Hundredths (446.25) feet to an iron pipe monument set at the place of beginning for the land to be herein described; thence North Twenty-four Degrees, Eleven Minutes, Ten Seconds (24° 11' 10") East and into the Northwest Quarter (NW 1/4) of said Section, Four Hundred Forty-two and Seven One-Hundredths (442.07) feet to an iron pipe monument set on the Southerly right of way line of U. S. Highway No. 14; thence South Sixty-nine Degrees, Three Minutes, Fifty Seconds (69° 03' 50") East along said right of way line, Four Hundred Ninety-five and Fourteen One-Hundredths (495.14) feet to an iron pipe monument set at the Northeasterly corner of a tract of land conveyed by deed in Volume Sixty-nine, Page 540; thence South Twenty-four Degrees, Eleven Minutes, Ten Seconds (24° 11' 10") West along the Easterly line of said tract of land and parallel to the first described line, Two Hundred Seventy-one and Ten One-Hundredths (271.10) feet to an iron pipe monument set on said East and West center line of Section Eighteen (18); thence continuing South Twenty-four Degrees, Eleven Minutes Ten Seconds (24° 11' 10") West and into the Southwest Quarter (SW 1/4) of said Section, Seven Hundred Fifty-seven and Ten One-Hundredths (757.10) feet to an iron pipe monument; thence North Sixty-five Degrees, Forty-eight Minutes, Fifty Seconds (65° 48' 50") West at right angles to the last described line, Four Hundred Ninety-four and Thirty-four One-Hundredths (494.34) feet to an iron pipe monument; thence North Twenty-four Degrees, Eleven Minutes, Ten Seconds (24° 11' 10") East at right angles to the last described line, Five Hundred Fifty-seven and Ninety-three One-Hundredths (557.93) feet to the place of beginning.



This is Page 2 of a release dated October 16, 1964, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, certain property located in the Township of Harmony, County of Rock, and State of Wisconsin.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 16th day of October A.D., Nineteen Hundred and Sixty-four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By R. G. Pintard
R. G. Pintard TRUST OFFICER

ATTEST:

M. F. Badami
M. F. Badami Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

K. Gormley
K. Gormley

R. Buchheit
R. Buchheit

This is Page 3 of a release dated October 16, 1964, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, certain property located in the Township of Harmony, County of Rock, and State of Wisconsin.

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, Harrison J. Laemmerhirt, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. Pintard and M. F. Badami, to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N. J. and that M. F. BADAMI resides at 231 DORCHESTER ROAD, GARDEN CITY, SOUTH, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument fo r the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 16th day of October A.D., Nineteen Hundred and Sixty-four.

(Notarial Seal)

My commission as such Notary Public Expires
March 30, 1965.

Harrison J. Laemmerhirt
Notary Public
In and for the County of New York in
the State of New York.

STATE OF WISCONSIN } SS.
DEPARTMENT OF STATE)

Received this 18th day of January A.D. 1965
at 10:00 o'clock A.M. and recorded in Vol. 47
of Railroad Mortgages on pages 488 and 489.

ROBERT C. ZIMMERMAN
Secretary of State

RELEASE

OF CERTAIN LAND IN THE TOWNSHIP OF HARMONY, ROCK COUNTY

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

WOLOHAN REALTY COMPANY

DATED OCTOBER 8, 1964

- - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

WOLOHAN REALTY COMPANY, a foreign corporation,

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Township of Harmony, County of Rock, and State of Wisconsin,

and described as follows, to wit:

Part of the Northwest Quarter (NW 1/4) and part of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Three (3) North, Range Thirteen (13) East of the Fourth Principal Meridian, Harmony Township, Rock County, Wisconsin, described as follows: Commencing at the West Quarter corner of Section Eighteen (18), Township Three (3) North, Range Thirteen (13) East of the Fourth Principal Meridian; thence South Eighty-seven Degrees, Forty-five Minutes, Twenty Seconds (87° 45' 20") East on a true bearing along the East and West center line of said Section Eighteen (18), Four Hundred Forty-six and Twenty-five One-Hundredths (446.25) feet to an iron pipe monument set at the place of beginning for the land to be herein described; thence North Twenty-four Degrees, Eleven Minutes, Ten Seconds (24° 11' 10") East and into the Northwest Quarter (NW 1/4) of said Section, Four Hundred Forty-two and Seven One-Hundredths (442.07) feet to an iron pipe monument set on the Southerly right of way line of U.S. Highway No. 14; thence South Sixty-nine degrees, Three Minutes, Fifty Seconds (69° 03' 50") East along said right of way line, Four Hundred Ninety-five and Fourteen One-Hundredths (495.14) feet to an iron pipe monument set at the Northeasterly corner of a tract of land conveyed by deed in Volume Sixty-nine, Page 540; thence South Twenty-four Degrees, Eleven Minutes, Ten Seconds (24° 11'10") West along the Easterly line of said tract of land and parallel to the first described line, Two Hundred Seventy-one and Ten One-Hundredths (271.10) feet to an iron pipe monument set on said East and West center line of Section Eighteen (18); thence continuing South Twenty-four Degrees, Eleven Minutes, Ten Seconds (24° 11' 10") West and into the Southwest Quarter (SW 1/4) of said Section, Seven Hundred Fifty-seven and Ten One-Hundredths (757.10) feet to an iron pipe monument; thence North Sixty-five Degrees, Forty-eight Minutes, Fifty Seconds (65° 48' 50") West at right angles to the last described line, Four Hundred Ninety-four and Thirty-four One-Hundredths (494.34) feet to an iron pipe



monument; thence North Twenty-four Degrees, Eleven Minutes, Ten Seconds (24° 11' 10") East at right angles to the last described line, Five Hundred Fifty-seven and Ninety-three One-Hundredths (557.93) feet to the place of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, asto the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 8th day of October A.D., Nineteen Hundred and Sixty-four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By R. R. Manchester
R. R. Manchester Vice President

SEAL

ATTEST:
A. L. McKee
A. L. McKee Trust Officer

WITNESSES: TO THE SIGNATURES OF THE OFFICERS OF THE FIRST NATIONAL BANK OF CHICAGO:

N. NEHER

R. E. Hansen

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR., a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. MC KEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. MCKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th day of October A.D., Nineteen Hundred and Sixty-four.

G. N. Siipson, Jr.
G. N. Siipson, Jr., NOTARY PUBLIC
in and for the County of Cook in the
State of Illinois.

SEAL

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE)

Received this 18th day of January A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 490 and 491.

R. C. Zimmerman
Secretary of State

RELEASE

OF CERTAIN LAND IN THE CITY OF RHINELANDER, ONEIDA COUNTY

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

THE AMERICAN OIL COMPANY

DATED, NOVEMBER 17, 1964

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto THE AMERICAN OIL COMPANY all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Rhinelander, County of Oneida, and State of Wisconsin, and described as follows, to wit:

A parcel of land being a part of Government Lot Three (3), Section Six (6), Township Thirty-Six (36) North, Range Nine (9) East of the Fourth Principal Meridian, Oneida County, Wisconsin, and being more particularly described as follows, commencing at the Southwest corner of the intersection of Pelham and Anderson Streets as recorded on the Plat of the First Addition to the City of Rhinelander, Wisconsin; said point being the place of beginning and being a cross in the concrete; thence North Forty-Eight Degrees Fifty-One Minutes (48° 51') West along the South line of said Anderson Street, a distance of One Hundred and No-Tenths (100.0) feet to an iron pipe; thence South Forty-One Degrees Fifteen Minutes (41° 15') West, a distance of One Hundred Seventeen and No-Tenths (117.0) feet (parallel to Pelham Street) to an iron pipe, said point also being Fifty (50) feet Northeasterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established; thence South Thirty-Nine Degrees Twenty-One Minutes (39° 21') East along a line parallel with the center line of the said main track, a distance of One Hundred One and Th irty-Six One-Hundredths (101.36) feet to an iron pipe on the West side of Pelham Street; thence North Forty-One Degrees Fifteen Minutes (41° 15') East along the West side of said street, a distance of One Hundred Thirty-Three and Forty-Six One-Hundredths (133.46) feet to the place of beginning, a situate in Oneida County, Wisconsin.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.



IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 17th day of November, A.D., Nineteen Hundred and Sixty-Four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By H. R. WILKING
Vice President

ATTEST:

A. L. McKee
Trust Officer

WITNESSES:
To The Signatures of the Officers of
The First National Bank of Chicago:

M. R. LEYDEN

W. MILLER

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. R. WILKING and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. R. WILKING resides in Kenilworth, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 17th day of November A.D., Nineteen Hundred and Sixty-Four.

G. N. SIMPSON, JR.
Notary Public
In and for the County of Cook in
the State of Illinois
My Commission as such Notary Public
Expires: November 12, 1967

STATE OF WISCONSIN )
) SS.
DEPARTMENT OF STATE )

Received this 21st day of January A.D. 1965 at 2:00 o'clock P.M. and recorded in Volume 47 of Railroad Mortgages on pages 492-493.

ROBERT C. ZIMMERMAN
SECRETARY OF STATE

# RELEASE

OF CERTAIN LAND IN THE CITY OF RHINELANDER, ONEIDA COUNTY

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

THE AMERICAN OIL COMPANY

DATED, NOVEMBER 30, 1964

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Com pany, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto THE AMERICAN OIL COMPANY all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have aquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Rhinelander, County of Oneida, and State of Wisconsin, and described as follows, to wit:

A parcel of land being a part of Government Lot Three (3), Section Six (6), Township Thirty-Six (36) North, Range Nine (9) East of the Fourth Principal Meridian, Oneida County, Wisconsin, and being more particularly described as follows: Commencing at the Southwest corner of the intersection of Pelham and Anderson Streets as recorded on the plat of the First Addition to the City of Rhinelander, Wisconsin; said point being the place of beginning and being a cross in the concrete; thence North Forty-Eight Degrees Fifty-One Minutes (48° 51') West along the South line of said Anderson Street, a distance of One Hundred and No-Tenths (100.0) feet to an iron pipe; thence South Forty-One Degrees Fifteen Minutes (41° 15') West, a distance of One Hundred Seventeen and No-Tenths (117.0) feet parallel to Pelham Street) to an iron pipe, said point also being Fifty (50) feet Northeasterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established; thence South Thirty-Nine Degrees Twenty-One Minutes (39° 21') East along a line parallel with the center line of the said main track, a distance of One Hundred One and Thirty-Six One-Hundredths (101.36) feet to an iron pipe on the West side of Pelham Street; thence North Forty-One Degrees Fifteen Minutes (41° 15') East along the West side of said street, a distance of One Hundred Thirty-Three and Forty-Six One-Hundredths (133.46) feet to the place of beginning, situate in Oneida County, Wisconsin.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.



IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 30th day of November A.D., Nineteen Hundred and Sixty-Four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By H. E. BENDIX
Trust Officer

(SEAL)

ATTEST:

H. Oppenheim
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

R. Buchheit

K. Gormley

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. E. BENDIX and H. OPPENHEIM to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. E. BENDIX resides at 28 Stanford Place, Montclair, N. J. and that H. Oppenheim resides at 347 Warwick Ave., Mt. Vernon, N. Y. and they severally acknowledged to me that they are, respectively, Trust Officer and Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 30th day of November A.D., Nineteen Hundred and Sixty-Four.

HARRISON J. LAEMMERHIRT
Notary Public, State of New York
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

STATE OF WISCONSIN ) ss.
DEPARTMENT OF STATE )

Received this 21st day of January A.D. 1965 at 2:00 o'clock P.M. and recorded in Vol. 47 of Railroad Mortgages on pages 494-495.

ROBERT C. ZIMMERMAN
Secretary of State

# R E L E A S E

OF CERTAIN LAND IN THE CITY OF GLENDALE, MILWAUKEE COUNTY

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

CHEMICAL BANK & TRUST COMPANY (NOW CHEMICAL BANK NEW YORK TRUST COMPANY

TO

MILWAUKEE COUNTY

DATED, DECEMBER 3, 1964

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wiscoonsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Pages 76-115, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto MILWAUKEE COUNTY, a body corporate of the Stateof Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Glendale, County of Milwaukee, and State of Wisconsin, and described as follows, to wit:

That part of the South Forty (40) feet of the North Eight (8) acres of the South One-half (S ½) of Government Lot Two (2), in the Northwest Quarter (NW ¼) of Section Thirty-two (32), in Township Eight (8) North, Range Twenty-two (22) East, in the City of Glendale, lying between two lines drawn parallel with and distant Fifty (50) feet and One Hundred Sixty (160) feet, respectively, Southwesterly of, as measured at right angles, from thecenter line of the original, now most Southwesterly or Northbound main track of the Chicago and North Western Railway Company, as now located and established.

This instrument shall in no manner affect the lien of the said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 3rd day of December A.D., Nineteen Hundred and Sixty-four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(SEAL)

By H. E. BENDIX
Trust Officer

ATTEST:

H. OPPENHEIM
Assistant Secretary



WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

D. Suits

J. J. Smith

STATE OF NEW YORK )
) ss
COUNTY OF NEW YORK )

I, JOHN L. BERVAR, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. E. BENDIX and H. OPPENHEIM to me personally known and known to me to be, respectively, Trust Officer and Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. E. BENDIX resides at 28 Stanford Place, Montclair N. H. and that H. OPPENHEIM resides at 347 Warwick Avenue, Mt. Vernon, N. Y. and they severally acknowledged to me that they are, respectively, trust officer and assistant secretary of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 3rd day of December A.D., Nineteen Hundred and Sixty-four.

JOHN L. BERVAR
Notary Public
In and for the County of New York in
the State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with NY County
Term expires, March 30, 1966

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this twenty-sixth day of January A.D. 1965 at 10:00 A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 496-497.

ROBERT C. ZIMMERMAN
Secretary of State

R E L E A S E
OF CERTAIN LAND IN THE CITY OF GLENDALE, MILWAUKEE COUNTY

FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

MILWAUKEE COUNTY

DATED DECEMBER 10, 1964

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 37 of Railroad Mortgages Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto MILWAUKEE COUNTY, a body corporate of the State of Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Glendale, County of Milwaukee, and State of Wisconsin, and described as follows, to wit:

That part of the South Forty (40) feet to the North Eight (8) acres of the South One-half (S ½) of Governmnet Lot Two (2), in the Northwest Quarter (NW ¼) of Section Thirty-two (32), in Township Eight (8) North, Range Twenty-two (22) East, in the City of Glendale, lying between two lines drawn parallel with and distant Fifty (50) feet and One Hundred Sixty (160) feet, respectively, Southwesterly of, as measured at right angles, from the center line of the original, now most Southwesterly or Northbound main track of the Chicago and North Western Railway Company, as now located and established.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 10th day of December A.D., Nineteen Hundred and Sixty-four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(SEAL)

By R. R. MANCHESTER
Vice President

ATTEST:

A. L. McKee
Trust Officer

WITNESSES: To the Signatures of the Officers
of The First National Bank of Chicago:

N. Neher

O. J. Tendall



STATE OF ILLINOIS )
) ss
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Illinois and that A. L. McKEE resides in Park Ridge, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 10th day of December A.D., Nineteen Hundred and Sixty-four.

(SEAL)

G. N. SIMPSON, JR.
Notary Public
In and for the County of Cook
in the State of Illinois
My Commission Expires Nov. 12, 1967.

STATE OF WISCONSIN ) ss.
DEPARTMENT OF STATE )

Received this 26th day of January A.D. 1965 at 10:00 A.M. and recorded in Volume 47 of Railroad Mortgages on pages 498-499.

ROBERT C. ZIMMERMAN
SECRETARY OF STATE

QUIT CLAIM DEED

TO CERTAIN LAND IN THE CITY OF GLENDALE, MILWAUKEE COUNTY

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

MILWAUKEE COUNTY

DATED, DECEMBER 11, 1964

- - - - - - - - - - - -

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of One Dollar ($1.00) and other good and valuable consideration conveys and quitclaims to MILWAUKEE COUNTY, a body corporate of the State of Wisconsin, GRANTEE, all interest in the following described real estate situated in the City of Glendale, County of Milwaukee, and the State of Wisconsin, to wit:

That part of the South Forty (40) feet of the North Eight (8) acres of the South One-half (S ½) of Government Lot Two (2), in the Northwest Quarter (NW ¼) of Section Thirty-two (32), in Township Eight (8) North, Range Twenty-two (22) East, in the City of Glendale, lying between two lines drawn parallel with anddistant Fifty (50) feet One Hundred Sixty (160) feet, respectively, Southwesterly of, as measured at right angles, from the center line of the original, now most Southwesterly or Northbound main track of the Chicago and North Western Railway Company, as now located and established.

DATED this 11th day of December, 1964.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By C. J. FITZPATRICK
President

Attest T.A. ROSS
Secretary

Approved L. J. POSTMUS
Asst. Chief Title Officer

Signed, Sealed and Delivered in Presence of:

V. J. LUISI

J. C. WILSON

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. FITZPATRICK and T. A. ROSS, to me personally known and known to me to be, respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as thefree and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 11th of December, 1964.

A. S. FLECK
Notary Public, in and for the County of Cook, in the State of Illinois
My Commission Expires: Aug. 23, 1966.

STATE OF WISCONSIN ) ss.
DEPARTMENT OF STATE )

Received this 26th day of January A.D. 1965 at 10:00 o'clock A.M. and recorded in Volume 47 of Railroad Mortgages on page 500.

ROBERT C. ZIMMERMAN
Secretary of State



EASEMENT FOR STREET OR HIGHWAY PURPOSES

COVERING CERTAIN LAND IN THE COUNTY OF WASHBURN

BY

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

TO

STATE OF WISCONSIN

Dated, January 12, 1965

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS

That CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a Wisconsin corporation, Grantor, in consideration of the sum of ONE and No/100 DOLLARS ($1.00), to it in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, conveys and quitclaims to the STATE OF WISCONSIN, Grantee, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon that the following described land situated in the County of Washburn, and State of Wisconsin, to wit:

All that part if Township Thirty-nine (39) North, Range Twelve (12) West, Section Thirty-two (32) in the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) thereof, lying between a line parallel to and Two Hundred Seventy-five (275) feet East of the West line of Section Thirty-two (32), the Northwesterly right of way line of "A" Street, City of Spooner, Wisconsin and a line parallel to and Sixty (60) feet distant North at right angles to or radially from the following described reference line:

Commencing at a point on the West line of Section Thirty-two (32), Township Thirty-nine (39) North, Range Twelve (12) West, Thirty-seven and One tenth (37.1) feet North of the West Quarter corner of such Section; thence South Sixty-three Degrees, Forty-three Minutes (63° 43') East, Sixty and One-tenth (60.1) feet; thence North Eighty-nine Degrees, Fifty-nine Minutes (89° 59') East, Five Hundred (500) feet; thence South Eighty-nine Degrees, Fifty-nine Minutes (89° 59') West, Two Hundred Seventy-six and Nine-tenths (276.9) feet to the point of curvature of a Six Degree (6°) curve right; thence along the arc of such curve right Two and Seven-tenths (2.7) feet to an intersection with aforesaid line parallel with and Two Hundred Seventy-five (275) feet East of the West line of Section Thirty-two (32), the West boundary of parcel.

Said parcel contains Nineteen One-Hundredths (0.19) acre, more or less, exclusive of lands previously acquired or now used for highway purposes.

Reserving, however, unto said Grantor its successors and assigns the right to use said land for any and all railway purposes, not inconsistent with the use thereof for street or highway purposes.

This grant shall be binding upon and/or inure to the benefit of the successors or assigns of all parties hereto.

This conveyance is given for the purpose of correcting the description in a certain Highway Easement as given by the herein named Grantor to the herein named Grantee; said instrument is dated January 15, 1964 and is recorded with the Secretary of the State of Wisconsin on March 12, 1964, in Volume 47 of Railroad Mortgages, on Pages 312 and 313.

IN WITNESS WHEREOF, the Chicago, Saint Paul, Minneapolis and Omaha Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this 12th day of January A.D., 1965.

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

(SEAL)

By C. J. FITZPATRICK
President

Signed, Sealed and Delivered in Presence of:

V. J. LUISI

J. C. WILSON

Attest T. A. ROSS
Secretary

APPROVED: L. J. POSTMUS
For: Director of Real Estate

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

Personally came before me this 12th day of January, A.D. 1965, the above named C. J. FITZPATRICK, President of the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, and T. A. ROSS, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

(SEAL)

A. S. Fleck
Notary Public in and for Cook County Illinois
My Commission Expires: Aug. 23, 1966.

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 8th day of February A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 501-502.

ROBERT C. ZIMMERMAN
Secretary of State



RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; NOW, THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as trustee, in consideration of One Dollar ($1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said mortgage and the several supplements thereto having been recorded, respectively, as hereinafter set forth:

| DATE | COUNTY | RECORDING OFFICE | R.R.Mtges. BOOK AND PAGE |
|---|---|---|---|
| November 1, 1949 | | Secretary of State of Wisconsin | Vol. 41--235-289 |
| June 1, 1952 | | " | Vol. 44--153-172 |
| August 1, 1952 | | " | Vol. 44--221-233 |
| January 1, 1954 | | " | Vol. 45-- 16- 27 |
| August 1, 1954 | | " | Vol. 45--288-299 |
| September 15, 1954 | | " | Vol. 45--300-311 |

release from the lien and operation of said deed of trust or motrgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL RAILROAD COMPANY Such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as is situated in the County of Dane, State of Wisconsin, and more particularly described as follows:

> All that part of Lots 1, 2, 3, 4 and 5 in Block 14 in Brooks Addition to the City of Madison, Dane County, Wisconsin, lying north of a line located 25 feet perpendicularly distant northwesterly and parallel to the center line of the Illinois Central Railroad Company's main track, containing an area of 12,164 square feet, more or less. All as more fully appears for reference on plat of survey prepared by Robert T. Fey, Registered Land Surveyor (No. 543), dated August 11, 1964,

without, however, releasing from the lien and operation of said deed of trust or mortgage, or any supplement thereto, any other property now or hereafter subject thereto.

IN TESTIMONY WHEREOF, said Morgan Guaranty Trust Company of New York, as Trustee as aforesaid, has cuased its corporate name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of this 1st day of February, 1965.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
as Trustee as aforesaid

By /s/ P. G. NORRIS
Trust Officer

ATTEST:

/s/ DEAN W. EGLY
ASSISTANT SECRETARY

This instrument drafted by:
MORGAN GUARANTY TRUST COMPANY OF NEW YORK

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, J. NOEL CREAN, a notary public in and for the said County and State, hereby certify that P. G. NORRIS, Trust Officer of the aforesaid Morgan Guaranty Trust Company of New York, who is personally known to me and known to be such Trust Officer of said corporation and the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person in said State and County, and being by me duly sworn did say that he was on the date of the execution of the said instrument Trust Officer of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the said instrument as such Trust Officer, signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Trust Officer as his own free and voluntary act as said Trust Officer and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. I further

certify that the seal of said corporation as affixed to said instrument was attested and proven before me by DEAN W. EGLY as Assistant Secretary of said corporation.

Given under my hand and seal of office in New York, New York County, State of New York, this 1st day of February, 1965.

/s/ J. NOEL CREAN

Notary Public
J. NOEL CREAN
Notary Public, State of New York
No. 31-5853985
Qualified in New York County
Commission Expires March 30, 1966

STATE OF WISCONSIN } ss.
Department of State
Received this 15th day of Feb. A. D. 19 65 at 2 o'clock P M. and recorded in Vol. 47 of RRM on page 503-505 (459-460)
Secretary of State

doc #1122392
Recd Jan 20, 1965
Form 2/48-A-10

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgage,s Page 154, et. seq. as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM unto

VERONA LUMBER COMPANY, INC., of Verona, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Verona, County of Dane and State of Wisconsin

and described as follows, to wit:

A strip of land Seventy-five (75) feet in width in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Fifteen (15), Township Six (6) North, Range Eight (8) East of the fourth Principal Meridian, lying between two lines drawn parallel with and distant Fifty (50) feet and One Hundred Twenty-five (125) feet Southwesterly of, as measured at right angles from, the center line of the main track of the Chicago and North Western Railway Company, as now located and established; bounded on the East by the West line of Franklin Street and bounded on the West by the East line of Main Street, extended South.

ALSO: That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Fifteen (15), Township Six (6) North, Range Eight (8) East of the Fourth Principal Meridian; bounded on the East by the West line of Franklin Street; bounded on the West by the East line of Main Street, extended South; bounded on the Northwest by a line drawn parallel with and distant One Hundred Forty (140) feet Northwesterly of, as measured at right angles from, the center line of the main track of the Chicago and North Western Railway Company, as now located and established; and bounded on the Southeast by the following described line: Beginning at a point of the Southerly extension of the East line of said Main Street, Eight and Five-tenths (8.5) feet Northwesterly of, as measured at right angles from, the center line of Spur Track I.C.C. No. 4 of said Railway Company, as now located and established; thence Northeasterly along a line parallel with the center line of the tangent segment of said Spur Track and extension thereof to a point Nine (9) feet Northwesterly of, as measured radially from, the center line of the curved segment of said Spur Track; thence Northeasterly along a line parallel with the curved segment of said Spur Track to a point Fifty (50) feet Northwesterly of, as measured at right angles from, the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track to the West line of said Franklin Street.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

Form 2748-A-11

This instrument shall in no manner affect the lien of said indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.



IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 24th day of November A. D., Nineteen Hundred and Sixty-Four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ R. R. MANCHESTER
R. R. Manchester VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
A. L. McKee TRUST OFFICER

WITNESSES:

TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ M. R. LEYDEN M. R. LEYDEN

/s/ W. MILLER W. MILLER

Form 2748-A-12

STATE OF ILLINOIS )
) S
COUNTY OF COOK )

I, G.N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R.MANCHESTER and A. L. McKEE, to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th day of November A. D., Nineteen Hundred and Sixty-four.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC

In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of Feb. A. D. 19 65 10 o'clock A M. and recorded in Vol. 47 of RRM on page 506-508 (460-461)
Secretary of State

doc #1122393
Recd Jan. 20, 1965
Form 2750-A-17

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

VERONA LUMBER COMPANY, INC., of Verona, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in,under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Verona, Dane County and State of Wisconsin

and described as follows, to wit:

A strip of land Seventy-five (75) feet in width in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Fifteen (15), Township Six (6) North, Range Eight (8) East of the Fourth Principal Meridian, lying between two lines drawn parallel with and distant Fifty (50) feet and One Hundred Twenty-five (125) ffet Southeasterly of, as measured at right angles from, the center line of the main track of the Chicago and North Western Railway Company, as now located and established; bounded on the East by the West line of Franklin Street and bounded on the West by the East line of Main Street, extended South.

ALSO: That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Fifteen (15), Township Six (6) North, Range Eight (8) East of the Fourth Principal Meridian; bounded on the East by the West line of Franklin Street; bounded on the West by the East line of Main Street, extended South; bounded on the Northwest by a line drawn parallel with and distant One Hundred Forth (140) feet Northwesterly of, as measured at right angles from, the center line of the main track of the Chicago and North Western Railway Company, as now located and established; and bounded on the Southeast by the following described line; Beginning at a point on the Southerly extension of the East line of said Main street, Eight and Five-tenths (8.5) feet Northwesterly of, as measured at right angles from, the center line of Spur Track I.C.C. No. 4 of said Railway Company, as now located and established; thence Northeasterly along a line parallel with the center line of the tangent segment of said Spur Track and extension thereof to a point Nine (9) feet Northwesterly of, as measured radially from the center line of the curved segment of said Spur Track; thence Northeasterly along a line parallel with the curved segment of said Spur Track to a point Fifty (50) feet Northwesterly of, as measured at right angles from, the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track to the West line of said Franklin Street.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

Form;2/50-B-1

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

**IN WITNESS WHEREOF**, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 4th day of December A. D., Nineteen Hundred and Sixty Four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid.

By /s/ H. E. BENDIX
TRUST OFFICER

ATTEST

/s/ H. OPPENHEIM
Assistant Secretary

WITNESS:

TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/d/ D. SUITS
D. SUITS

/s/ R. W. WAGNER
R. W. WAGNER

This is Page 3 of a release dated December 4, 1969, releasing from the lien of the Chicago and North Western Railway Company Second Mortgage and Deed of Trust dated as of January 1, 1939, as supplemented and amended, certain property located in the Village of Verona, County of Dane and State of Wisconsin



Form 2750-B-2

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRI a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. E. BENDIX and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. E. BENDIX resides at 28 STANFORD PLACE, MONTCLAIR, NEW JERSEY, and that H. OPPENHEIM resides at 347 WARWICK AVENUE, MT. VERNON, NEW YORK and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 4th day of DECEMBER A. D., Nineteen Hundred and Sixty-four.

/s/ HARRISON J. LAEMMERHIRI
NOTARY PUBLIC

In and for the County of New York in the State of New York

(NOTARY STAMP OF
HARRISON J. LAEMMERHIRI)

My Commission as such
Notary Public Expires: _____

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of
Feb. A. D. 19 71 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 509-511 (462-463)
Secretary of State

INSTRUMENT SUBORDINATING THE LIEN OF THE CONSOLIDATED MORTGAGE DATED NOVEMBER 1, 1949, AS AMENDED AND SUPPLEMENTED, FROM ILLINOIS CENTRAL RAILROAD COMPANY TO MORGAN GUARANTY TRUST COMPANY OF NEW YORK (FORMERLY GUARANTY TRUST COMPANY OF NEW YORK), TO THE RIGHTS OF MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST, SERIES 53.

Morgan Guaranty Trust Company of New York, a corporation of the State of New York, as Trustee under the Consolidated Mortgage dated November 1, 1949, as amended and supplemented (said Consolidated Mortgage as amended and supplemented being hereinafter called the Consolidated Mortgage), from Illinois Central Railroad Company (hereinafter called the Company) to Morgan Guaranty Trust Company of New York, under its then name, Guaranty Trust Company of New York, as Trustee, does hereby subordinate to the rights of Morgan Guaranty Trust Company of New York, as Trustee (hereinafter called the Equipment Trust Trustee), under the Agreement (hereinafter called the Equipment Trust Agreement), dated February 1, 1965, between the Equipment Trust Trustee and the Company, constituting Illinois Central Railroad Equipment Trust, Series 53, the lien of the Consolidated Mortgage on the railroad equipment specifically described in the Equipment Trust Agreement, being the following:

| Number of Units | Description | Serial Numbers |
|---|---|---|
| 1300 | 70-ton steel hopper cars | 65300 to 66599 both inclusive |

provided, however, that the lien of the Consolidated Mortgage shall, to the extent therein provided, attach and extend to any interest or equity of the Company now or hereafter existing with respect to said equipment or with respect to any equipment acquired by the Equipment Trust Trustee in substitution for or replacement of any of said equipment which may be sold or transferred, or which may be worn out, lost, or destroyed, or with respect to any sums of money held by the Equipment Trust Trustee subject only to the rights of the Equipment Trust Trustee under the Equipment Trust Agreement.

IN WITNESS WHEREOF, Morgan Guaranty Trust Company of New York, as Trustee under the Consolidated Mortgage, has caused this instrument to be signed by one of its Trust Officers and its corporate seal to be hereto affixed and attested by one of its Assistant Secretaries this 27th day of January, 1965.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee under the Consolidated Mortgage,

Attest:

By

/s/ DEAN W. EGLY
Assistant Secretary

/s/ P. G. NORRIS
Trust Officer

In the presence of:
/s/ J. N. CREAN
/s/ D. P. COOLEY

STATE OF NEW YORK )
) SS.:
COUNTY OF NEW YORK, )

BE IT REMEMBERED, That on this 27th day of January, 1964, before me DAVID W. CREE a Notary Public duly commissioned, qualified, and acting within and for the County and State aforesaid, personally appeared P. G. NORRIS, a Trust Officer of Morgan Guaranty Trust Company of New York, a corporation of the State of New York, party to the foregoing instrument, who is to me personally known, and personally well known to me to be a Trust Officer of said corporation, and the same person whose name is subscribed to and who executed the foregoing instrument as a Trust Officer of said corporation, and, being informed of the contents thereof, he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation, and that as such Trust Officer he executed said instrument and affixed said corporation's seal thereto, and that said corporation executed said instrument through and by him for the considerations and purposes therein expressed in the capacity therein stated, and by authority of the Board of Directors of said corporation, and said P. G. NORRIS, being by me duly sworn, did depose and say that he resides at 34 Rose Terrace, Chatham, New Jersey, that he is a Trust Officer of said corporation, that he knows the seal of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and P. G. NORRIS acknowledged said instrument to be the free and voluntary act and deed of said corporation, by it voluntarily executed; and said P. G. NORRIS on oath acknowledged himself to be a Trust Officer of said corporation, and that he, as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as a Trust Officer of said corporation; and said P. G. NORRIS is to me known to be the identical person who subscribed the name of said corporation, maker thereof, to the foregoing instrument, as one of its Trust Officers, and stated and acknowledged to me that he signed, executed, and delivered the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the consideration, uses, and purposes therein mentioned and set forth; and said P. G. NORRIS acknowledged to me that said corporation executed said instrument through and by him for the consideration and purposes therein expressed in the capacity therein stated, and that the foregoing instrument was the act and deed of said corporation, and that he executed the same for the purposes and consideration therein expressed, and as the act of said corporation.

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

My commission expires March 30, 1966.

/s/ DAVID W. CREE
DAVID W. CREE
Notary Public

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1966

STATE OF WISC... ss.
Department of ...
Received this 12th ... Feb. ... 65 2
o'clock P. M. and rec... in ...
47 of RRM
on page 512 (463-464)
... Secretary of State

STATE OF NEW YORK )
) SS.:
COUNTY OF NEW YORK)

I, JAMES McGURRIN, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that DAVID W. CREE whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this JAN 28 1965

FEE PAID 50¢

/s/ JAMES McGURRIN
County Clerk and Clerk of the Supreme Court,
New York County



QUIT CLAIM DEED

TO

LAND SITUATED IN CITY OF ONALASKA, COUNTY OF LACROSSE

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

SUNRAY DX OIL COMPANY

Dated January 19, 1965

DEED NO. 71778
AUTHORIZATION NO. P-2531

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, A Wisconsin corporation, for the consideration of THIRTEEN THOUSAND and No/100 DOLLARS ($13,000.00), conveys and quitclaims to SUNRAY DX OIL COMPANY of Waterloo, Iowa GRANTEE, all interest in the following described real estate situated in the City of Onalaska, County of LaCrosse, and the State of Wisconsin to wit:

All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Block Ten (10), in the Village of Onalaska, LaCrosse County, Wisconsin, according to the recorded plat thereof, that lies Northeasterly of a line drawn parallel with and distant Twenty-Five (25) feet Northeasterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established over and across said Lots.

ALSO: All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block Ten (10), in the Village of Onalaska, LaCrosse County, Wisconsin, according to the recorded plat thereof, that lies Southwesterly of a line drawn parallel with and distant Twenty-Five (25) feet Southwesterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established over and across said Lots.

Reserving, however, unto said Grantor, its lessees, licensees, successors and assigns, the poles and wires now located upon said premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said Grantor, its lessees, licensees, successors or assigns, and by the acceptance of this conveyance the Grantee for itself, its successors and assigns, agrees to assume the entire cost and expense of removing said poles and wires from the premises herein conveyed, in the event such removal is desired by said Grantee, its successors and assigns.

By the acceptance of this conveyance, the Grantee, its successors and assigns, hereby agrees that the Northerly Fifty (50) feet and the Southerly Fifty (50) feet of the lands hereby conveyed shall be left free from all buildings, structures, trees, shrubbery or other obstructions which will obstruct the view over and across said Northerly Fifty (50) foot and Southerly Fifty (50) foot strips.

By the acceptance of this conveyance, the Grantee agrees for itself, its successors and assigns, to release, indemnify and save harmless the Grantor, its successors and assigns, from and against all liability for loss, damage or injury to property, and all injury to or death of persons while on or about the above described property, however arising out of, or in connection with, the Grantor, its successors and assigns, railway operations that may in anyway occur without regard to negligence on the part of the Grantor, its successors and assigns.

DATED this Nineteenth day of January, 1965.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By C. J. Fitzpatrick
President

Signed, sealed and Delivered in
Presence of:

V. J. Luisi

J. C. Wilson

Attest T. A. Ross
Secretary

Approved: L. J. Postmus
Assistant Chief Title Officer

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, A. S. Fleck, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. Fitzpatrick and T. A. Ross, to me personally known and known to me to be, respectively, President and Secretary of Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this Nineteenth of January 1965.

A. S. Fleck
Notary Public, in and for the County of Cook,
in the State of Illinois

SEAL

My Commission Expires: August 23, 1966

State of Wisconsin )
) ss.
Department of State )

Received this 24th day of February, A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 513 and 514.

Robert C. Zimmerman



PARTIAL RELEASE
OF
FIRST AND REFUNDING MORTGAGE
OF
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
CHICAGO, ILLINOIS
AFFECTING LAND IN LA CROSSE COUNTY, WISCONSIN
SOLD TO
PEPSI-COLA BOTTLING COMPANY

- - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: That First National City Bank (successor by merger to The First National Bank of the City of New York), a national banking association, incorporated and existing under the laws of the United States of America, and Jacob M. Ford, II, (by succession to Frazier L. Ford), Trustees, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby remise, release, and quitclaim unto the Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, all right, title, interest, claim or demand whatsoever said First National City Bank and Jacob M. Ford, II, Trustees, may have acquired in, through, or by a certain Trust Mortgage bearing date of the first day of February, 1921, and recorded in the office of the Secretary of State of Wisconsin in Volume 22 of Railroad Mortgages, Page 127 as supplemented by Supplemental Indenture, dated August 1, 1944, unrecorded, Supplemental Indenture and Second Supplemental Indenture, both dated August 1, 1945, Third Supplemental Indenture dated February 1, 1950, and a Supplemental Indenture dated February 1, 1958, all recorded in the office of the Secretary of State of the State of Wisconsin in Volume 39 of Railroad Mortgages, Pages 173 and 187, Volume 43 of Railroad Mortgages, Page 340, and Volume 46 of Railroad Mortgages, Page 423-429, respectively, to the following described property in LaCrosse County, Wisconsin, to-wit:

Part of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Eight (8), Township Fifteen (15) North, Range Seven (7) West of the Fourth Principal Meridian, described as follows:

Beginning at the point of intersection of the Northeasterly right of way line of the Chicago, Burlington & Quincy Railroad Company and the West line of West Avenue in the City of LaCrosse, Wisconsin; thence South along said West line of the West Avenue a distance of 31.90 feet to a point 24 feet Northeasterly of the center line of said Railroad right of way measured at right angles thereto; thence Northwesterly along a line 24 feet Northeasterly of and parallel to the center line of said right of way a distance of 367.6 feet to a point on the South line of the North 10 acres of the South 30 acres of said Quarter-Quarter Section, said South line also coinciding with the center line of Travis Street extended West; thence East along said South line a distance of 46.76 feet to the Northeasterly line of said Rail-road right of way; thence Southeast along said Northeasterly right of way line a distance of 310.26 feet, to the point of beginning, intending to convey hereby all that portion of the Northeasterly 26 feet of such right of way lying between the West line of West Avenue and the South line of the North 10 acres of the South 30 acres of such Quarter-Quarter Section.

This release is made and accepted without covenants or warranties, expressed or implied, in law or in equity, and without recourse to the grantors in any event or in any contingency.

It is understood that the lien of said Trust Mortgage is not in any degree or to any extent impaired or affected hereby upon any property covered by said mortgage other than that specifically herein described.

IN WITNESS WHEREOF, First National City Bank has caused these presents to be signed with its corporate name by a Vice President and its corporate seal to be hereon impressed and attested by an Assistant Cashier and the saidJacob M. Ford, II, Trustee, has duly executed same, as of the 16th day of February, 1965.

FIRST NATIONAL CITY BANK,
as Trustee, as aforesaid,

By E. F. Mitchell
Vice President

(SEAL)

ATTEST:

D. F. Neil
Assistant Cashier

Witnesses to signatures:

Francis E. McCullion, Jr.

Robert Lisiecki

Jacob M. Ford, II
Individual Trustee

Witnesses to signature:

R. E. Jones, Jr.

Roger A. Hegarty

STATE OF NEW YORK )
COUNTY OF NEW YORK ) SS.

Be it remembered, that on this 16th day of February A.D. 1965, before me, a Notary Public in and for said County and State, personally appeared E. F. Mitchell, Vice President of First National City Bank, a national banking association, incorporated and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as Vice President, who, being by me duly sworn, says that he is Vice President of First National City Bank, Trustee, and that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that it was affixed by authority of its Board of Directors; that said instrument was signed and sealed by him in behalf of said corporation as Vice President of said corporation; and the said E. F. Mitchell acknowledged said instrument, and that it was the voluntary act and deed of First National City Bank, Trustee, and that he, as Vice President, signed, sealed and delivered said instrument as the free and voluntary act and deed of First National City Bank, Trustee, and as his own free and voluntary act and deed as Vice President, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of February A.D., 1965.

(SEAL)

Joseph L. Sulinski
Notary Public in and for said County and State.

Joseph L. Sulinski, Notary Public, State of New York - No. 41-9287775, Qualified in Queens County Cert. filed in New York County
Commission expires March 30, 1966.

STATE OF MISSOURI )
) SS.
COUNTY OF BUCHANAN )

I, Lois McKinley, Notary Public in and for the said County, in the State aforesaid, do hereby certify that Jacob M. Ford, II, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 23rd day of February A.D. 1965.

Lois McKinley
Notary Public

(SEAL)

My Commission expires July 28, 1965

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss.

Received this 1st day of March A.D. 1965 at 10:00 o'clock A. M. and recorded in Vol. 47 of Railroad Mortgages on pages 515 and 516.

Robert C. Zimmerman
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY OF RHINELANDER, ONEIDA COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
ASHLAND OIL CO., INC.
DATED SEPTEMBER 30, 1964

- - - - - - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto ASHLAND OIL CO., INC., a Wisconsin corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Rhinelander, County of Oneida, and State of Wisconsin, and described as follows, to wit:

That part of the station grounds of the former Milwaukee, Lake Shore and Western Railway Company, as shown in the recorded plat of the First Addition to the Village (now City) of Rhinelander, Wisconsin, in Government Lot Three (3), Section Six (6), Township Thirty-six (36) North, Range Nine (9) East of the Fourth Principal Meridian, bounded and described as follows:

Commencing at a point on the South line of Anderson Street, said point being One Hundred Sixty (160) feet North, Forty-eight Degrees, Fifty-one Minutes (48° 51') West from the most Northerly corner of Block Three (3), First Addition; thence South Forty-one Degrees, Fifteen Minutes (41° 15') West, One Hundred Seventeen (117) feet to a point which is Fifty (50) feet distant from the center line of the Chicago and North Western Railway Company main track; thence North Thirty-nine Degrees, Thirty-two Minutes (39° 32') West, Fifty-five and One-tenth (55.1) feet to the back of the present curbing now in place; thence North Eleven Degrees, Fifty-two Minutes (11° 52') West along the back of the curb, Forty (40) feet to the beginning of a circular curve left; thence along the curve having a radius of Fifty-three (53) feet, Twenty-five and Seventy One-Hundredths (25.70) feet to the end of said curve; thence North Thirty-nine Degrees, Forty-nine Minutes (39°-49') West, Eighty-four and One-tenth (84.1) feet to the beginning of a curve to the right; thence along the curve having a radius of Twenty (20) feet, Twenty-eight and Three-tenths (28.3) feet; thence North Thirty-five Degrees, Zero Three Minutes (35° 03') East, Thirty-two and Nine-tenths (32.9) feet to the beginning of a curve right; thence along the curve having a radius of Twenty (20) feet, Twelve and Twenty-five One-Hundredths (12.25) feet, more or less, to the Southwesterly line of Anderson Street; thence leaving the back of the curve, and along the South line of Anderson Street, South Forty-eight Degrees, Fifty-one Minutes (48° 51') East, Two Hundred Twelve and Sixty-five One-Hundredths (212.65) feet to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF,said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidentsthereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 30th day of September A.D., Nineteen Hundred and Sixty-four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By R.R. MANCHESTER VICE PRESIDENT

ATTEST: SEAL

A. L. MC KEE Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF THE FIRST NATIONAL BANK OF CHICAGO:

R. E. Hansen

N. Neher

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. MC KEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. MC KEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as theirown free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 30th day of September A.D., Nineteen Hundred and Sixty-four.

G. N. Simpson
Notary Public

SEAL

In and for the County of Cook in the State of Illinois.

My Commission as such Notary Public Expires:
November 12, 1967.

REGISTER'S OFFICE )
ONEIDACOUNTY, WIS.)

Received for Record the 19th day of October A.D. 1964 at 2:00 o'clock P.M. and recorded in Vol. 145 of Mtgs. on page 611.

Agnes Verage, Register

STATE OF WISCONSIN )
) ss.
DEPARTMENT OF STATE )

Received this 9th day of March A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 517 and 518.

Robert C. Zimmerman
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY OF RHINELANDER, ONEIDA COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
ASHLAND OIL CO., INC.
DATED OCTOBER 6, 1964

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KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded on June 6, 1944 in the office of the Secretary of State of the State of Wisconsin, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto ASHLAND OIL CO., INC., a Wisconsin corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Rhinelander, County of Oneida, and State of Wisconsin, and described as follows, to wit:

That part of the station grounds of the former Milwaukee, Lake Shore and Western Railway Company, as shown in the recorded plat of the First Addition to the Village (now City) of Rhinelander, Wisconsin, in Government Lot Three (3), Section Six (6), Township Thirty-six (36) North, Range Nine (9) East of the Fourth Principal Meridian, bounded and described as follows:

Commencing at a point on the South line of Anderson Street, said point being One Hundred Sixty (160) feet North, Forty-eight Degrees, Fifty-one Minutes (48° 51') West from the most Northerly corner of Block Three (3), First Addition; thence South Forty-one Degrees, Fifteen Minutes (41° 15') West, One Hundred Seventeen (117) feet to a point which is Fifty (50) feet distant from the center line of the Chicago and North Western Railway Company main track; thence North Thirty-nine Degrees, Thirty-two Minutes (39° 32') West, Fifty-five and One-tenth (55.1) feet to the back of the present curbing now in place; thence North Eleven Degrees, Fifty-two Minutes (11° 52') West along the back of the curb, Forty (40) feet to the beginning of a circular curve left; thence along the curve having a radius of Fifty-three (53) feet, Twenty-five and Seventy One-Hundredths (25.70) feet to the end of said curve; thence North Thirty-nine Degrees, Forty-nine Minutes (39° 49') West, Eighty-four and One-tenth (84.1) feet to the beginning of a curve to the right; thence along the curve having a radius of Twenty (20) feet, Twenty-eight and Three-tenths (28.3) feet; thence North Thirty-five Degrees, Zero Three Minutes (35° 03') East, Thirty-two and Nine-tenths (32.9) feet to the beginning of a curve right; thence along the curve having a radius of Twenty (20) feet, Twelve and Twenty-five One-Hundredths (12.25) feet, more or less, to the Southwesterly line of Anderson Street; thence leaving the back of the curve, and along the South line of Anderson Street, South Forty-eight Degrees, Fifty-one Minutes (48° 51') East, Two Hundred Twelve and Sixty-five One-Hundredths (212.65) feet to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 6th day of October A.D., Nineteen Hundred and Sixty-four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid

By R. G. Pintard
Trust Officer

ATTEST:

H. Oppenheim
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF CHEMICAL BANK NEW YORK TRUST COMPANY

J. J. SMITH

R. BUCHHEIT

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing; and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that H. OPPENHEIM resides at 347 Warwick Avenue, Mt. Vernon, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 6th day of October A.D., Nineteen Hundred and Sixty-four.

Harrison J. Laemmerhirt
Notary Public

In and for the County of New York in the State of New York.

SEAL
My Commission as such Notary Public Expires -
Term Expires March 30, 1965

Harrison J. Laemmerhirt Notary Public, State of New York No. 43-2229675, Qualified in Richmond County Cert. filed with New York County - Term expires March 30, 1965

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE )

Received this 9th day of March A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 519 and 520.

Robert C. Zimmerman
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY OF BARABOO, COUNTY OF SAUK
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
CITIES SERVICE OIL COMPANY
DATED FEBRUARY 1, 1965

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KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto CITIES SERVICE OIL COMPANY, a Delaware Corporation all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Baraboo, County of Sauk, and the State of Wisconsin, and described as follows, to wit:

That part of the Northwest Quarter ($NW\frac{1}{4}$) of Section One (1), Township Eleven (11) North, Range Six (6) East of the Fourth Principal Meridian: Beginning at the Southeast corner of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of said Section One (1); thence South along the East line of a tract of land as described in Warranty Deed dated August 24, 1897, from Emma A. Potter, Carrie V. Munroe, Ida A. Richards, Kate M. Potter, Marry Belle Potter and Howard H. Potter to the Chicago and North Western Railway Company, as recorded on August 28, 1897, in the Office of the Register of Deeds of Sauk County, in Book 69 of Deeds, on Pages 440, 441 and 442, a distance of Two Hundred Sixteen (216) feet; thence West along a line parallel with the South line of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of said Section, a distance of Seventy-five (75) feet; thence North along a line parallel with the East line of said tract of land, a distance of Two Huundred Sixteen (216) feet to the South line of said Quarter, Quarter Section; thence East along the South line of said Quarter, Quarter Section, a distance of Seventy-five (75) feet to the point of beginning,

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deedof Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 1st day of February A.D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By R.R. MANCHESTER
Vice President

ATTEST:

A. L. MC KEE
Trust Officer

WITNESSES:

TO THE SIGNATURES OF THE OFFICERS OF THE FIRST NATIONAL BANK OF CHICAGO:

L. E. LEVIN

R. E. HANSEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. MCKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. McKee resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act; and they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st day of February A.D., Nineteen Hundred and Sixty-five.

G. N. Simpson, Jr.
Notary Public
In and for the County of Cook in
the State of Illinois.

SEAL

My Commission as such Notary Public Expires: November 12, 1967.

State of Wisconsin )
Department of State) ss

Received this 9th day of March A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 521 and 522.

Robert C. Zimmerman
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY OF BARABOO, COUNTY OF SAUK
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
CITIES SERVICE OIL COMPANY
DATED FEBRUARY 11, 1965

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KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto CITIES SERVICE OIL COMPANY, a Delaware Corporation all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Baraboo, County of Sauk, and the State of Wisconsin and described as follows, to wit:

Thatpart of the Northwest Quarter ($NW\frac{1}{4}$) of Section One (1), Township Eleven (11) North, Range Six (6) East of the Fourth Principal Meridian: Beginning at the Southeast corner of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of said Section One (1); thence South along the East line of a tract of land as described in Warranty Deed dated August 24, 1897, from Emma A. Potter, Carrie V. Munroe, Ida A. Richards, Kate M. Potter, Mary Belle Potter and Howard H. Potter to the Chicago and North Western Railway Company, as recorded on August 28, 1897, in the Office of the Register of Deeds of Sauk County, in Book 69 of Deeds, on Pages 440, 441 and 442, a distance of Two Hundred Sixteen (216) feet; thence West along a line parallel with the South line of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of said Section, a distance of Seventy-five (75) feet; thence North along a line parallel with the East line of said tract of land, a distance of Two Hundred Sixteen (216) feet to the South line of said Quarter, Quarter Section; thence East along the South line of said Quarter, Quarter Section, a distance of Seventy-five (75) feet to the point of beginning.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 11th day of February A.D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid

By A. G. Pintard, Trust Officer

SEAL

ATTEST:

H. Oppenheim, Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF CHEMICAL BANK NEW YORK TRUST COMPANY

J. J. Smith

K. Gormley

STATE OF NEW YORK )
COUNTY OF NEW YORK ) SS

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that H. Oppenheim resides at 347 Warwick Avenue, Mt. Vernon, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 11th day of February A.D., Nineteen Hundred and Sixty-five.

Harrison J. Laemmerhirt, Notary Public

In and for the County of New York in the State of New York.

SEAL

My Commission as such Notary Public Expires: Harrison J. Laemmerhirt
Notary Public, State of New York
No. 43-2229675, Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

State of Wisconsin )
Department of State ) ss

Received this 9th day of March A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 523 and 524.

Robert C. Zimmerman
Secretary of State



Form 2748-A-10

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq., and in the office of the Register of Deeds in and for Rock County, Wisconsin, on June 6, 1944 in Volume 7 as Document No. 121218, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SOCONY MOBIL OIL COMPANY, INC., a New York corporation,

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock and State of Wisconsin,

and described as follows, to wit:

All of Lot Fourteen (14) and all that part of Lots Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block Eleven (11) in the Rail Road Addition to Janesville, Rock County, Wisconsin, that lies East of a line drawn parallel with and distant Eight and Five-tenths (8.5) feet East of, as measured at right angles from the center line of Spur Track I.C.C. No. 80 of the Chicago and North Western Railway Company, as now located and established.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of thepproperty therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 19th day of January A. D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid.

By /s/ R. R.MANCHESTER
R. R. MANCHESTER VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
A. L. McKEE TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ L. E. LEVIN

/s/ R. E. HANSEN

Form 2748-A-12

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. McKEE residen in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act;

that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th day of January A. D., Nineteen Hundred and Sixty-five.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC

In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN
Department of State } ss.
Received this 19th day of March A. D. 1965 at 2 o'clock P M. and recorded in Vol. 47 of RRM on page 525-526 477
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq., and in the office of the Register of Deeds in and for Rock County, Wisconsin, on June 6, 1944, in Volume 7 as Document No. 121219, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SOCONY MOBIL OIL COMPANY, INC., a New York corporation,

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Janesville, County of Rock and State of Wisconsin,

and described as follows, to wit:

All of Lot Fourteen (14) and all that part of Lots Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block Eleven (11) in the Rail Road Addition to Janesville, Rock County, Wisconsin, that lies East of a line drawn parallel with and distant Eight and Five-tenths (8.5) feet East as measured at right angles from the center line of Spur Track I.C.C. No. 80 of the Chicago and North Western Railway Company, as now located and established.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 25th day of JANUARY A. D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST COMPAY
As trustee as aforesaid,

By /s/ R. G. PINTARD
TRUST OFFICER

ATTEST:

/s/ H. OPPENHEIM
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ P. J. SMITH, JR.

/s/ D. SUITS



STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N. J. and that H. OPPENHEIM resides at 347 WARWICK AVENUE, MT. VERNON, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY Of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation; that the seal affixed to said instrumnet is the seal of said corporation; and that said corporation executed said instrumant for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 26th day of JANUARY A. D., Nineteen Hundred and Sixty-five.

/s/ JOHN L. BERVAR
NOTARY PUBLIC

In and for the County of New York, in the State of New York.

My Commission as such
Notary Public Expires:

JOHN L. BERVAIR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term Expires March 30,1966

STATE OF WISCONSIN
Department of State } ss.
Received this 19th day of March A. D. 1965 at 2 o'clock P M. and recorded in Vol. 47 of RRM on page 527-528 (478-479)
Secretary of State

529

RELEASE

OF CERTAIN LAND IN THE CITY OF ONALASKA, LACROSSE COUNTY

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

SUNRAY DX OIL COMPANY

DATED MARCH 8, 1965

- - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SUNRAY DX OIL COMPANY, of Waterloo, Iowa all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Onalaska, County of LaCrosse, and State of Wisconsin, and described as follows, to wit:

All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Block Ten (10), in the Village of Onalaska, LaCrosse County, Wisconsin, according to the recorded plat thereof, that lies Northeasterly of a line drawn parallel with and distant Twenty-Five (25) feet Northeasterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established over and across said lots.

ALSO: All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), in Block Ten (10), in the Village of Onalaska, LaCrosse County, Wisconsin, according to the recorded plat thereof, that lies southwesterly of a line drawn parallel with and distant Twenty-Five (25) feet Southwesterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established over and across said Lots.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 8th day of March A.D., Nineteen Hundred and Sixty-Five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By R. R. Manchester, Vice President

SEAL

ATTEST:

A. L. McKee, Trust Officer

WITNESSES: TO THE SIGNATURES OF THE OFFICERS OF THE FIRST NATIONAL BANK OF CHICAGO:

N. NEHER

M. R. LEYDEN

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. MC KEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. McKee resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, ~~and as their own free and voluntary act and deed of said Association~~, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th day of March A.D., Nineteen Hundred and Sixty-Five.

G. N. Simpson, Jr., Notary Public

In and for the County of Cook in the State of Illinois.

SEAL

My Commission as such Notary Public expires: November 12, 1967.

STATE OF WISCONSIN )
) SS
DEPARTMENT OF STATE)

Received this 8th day of April A.D. 1965, at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 529 and 530.

ROBERT C. ZIMMERMAN
Secretary of State



RELEASE

OF CERTAIN LAND IN THE CITY OF ONALASKA, LACROSSE COUNTY

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

SUNRAY DX OIL COMPANY

DATED MARCH 15, 1965

- - - - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto SUNRAY DX OIL COMPANY, of Waterloo, Iowa all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Onalaska, County of LaCrosse, and State of Wisconsin, and described as follows, to wit:

All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Block Ten (10), in the Village of Onalaska, LaCrosse County, Wisconsin, according to the recorded plat thereof, that lies Northeasterly of a line drawn parallel with and distant Twenty-Five (25) feet Northeasterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established over and across said Lots.

ALSO: All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), in Block Ten (10), in the Village of Onalaska, LaCrosse County, Wisconsin, according to the recorded plat thereof, that lies Southwesterly of a line drawn parallel with and distant Twenty-Five (25) feet Southwesterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established over and across said Lots.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 15th day of March A.D., Nineteen Hundred and Sixty-Five.

CHEMICAL BANK NEW YORK TRUST COMPANY
As Trustee as aforesaid,
By R. G. Pintard, Trust Officer

SEAL
ATTEST: J. M. Doyle, Assistant Secretary
WITNESS: TO THE SIGNATURES OF THE OFFICERS OF CHEMICAL BANK NEW YORK TRUST COMPANY

K. GORMLEY

R. BUCHHEIT

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 Taylor St., Dover, N.J. and that J. M. Doyle resides at 7 Stuyvesant Oval, New York, N. Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 15th day of March A.D., Nineteen Hundred and Sixty-Five.

John L. Bervar, Notary Public

In and for the County of New York in the State of New York.

John L. Bervar
Notary Public, State of New York
No, 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1966

STATE OF WISCONSIN )
DEPARTMENT OF STATE ) ss

Received this 8th day of April A.D. 1965 at 10:00 o'clock A.M. and recorded in Vol. 47 of Railroad Mortgages on pages 531 and 532.

ROBERT C. ZIMMERMAN
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY OF DE PERE, BROWN COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY L, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
LOUIS J. DE BROUX AND JAMES L. DE BROUX, d/b/a BADGER WOOD PRODUCTS, a partnership
DATED MARCH 5, 1965

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE CONVEY and QUITCLAIM unto

LOUIS J. DE BROUX and JAMES L. DE BROUX, d/b/a BADGER WOOD PRODUCTS, a Partnership, of De Pere, Wisconsin,

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of De Pere, County of Brown, and the State of Wisconsin,

and described as follows, to wit:

All that part of the One Hundred (100) foot right of way of the Chicago and North Western Railway Company, over and across the South Half (S 1/2) of Private Claim No. 27 and the North Half of the North Five-eights (N 1/2 N 5/8) of Private Claim No. 28, all on the West side of the Fix River in the City of De Pere, Brown County, Wisconsin, that lies Westerly of a line drawn parallel with and distant Forty-five (45) feet Westerly of, as measured radially from the center line of the main track of said Railway Company, as now located and established, bounded on the North by the Southeasterly extension of the Southwesterly line of Ash Street and bounded on the South by the Southeasterly extension of the Southwesterly line of Lot Forty-eight (48) in Block Twenty-five (25) in De Pere Company's Addition to the Village of West De Pere (now part of said City of De Pere).

Excepting, however, all the coal, oil, gas, casing gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 5th day of March, A. D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

/s/ R. R. MANCHESTER
R.R. MANCHESTER VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO

/s/ R. E. HANSEN

/s/ L. E. LEVIN

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. McKEE resides in Park Ridge, Ill, and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument inbehalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 5th day of March A. D., Nineteen Hundred and Sixty-five.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC

In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires; November 12, 1967

STATE OF WISCONSIN
Department of State } ss.
Received this 21st day of April A. D. 1965 at 10 o'clock A M. and recorded in Vol. 47 of RRM on page 533-534 (485-486)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE CITY OF DE PERE, BROWN COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
LOUIS J. DE BROUX AND JAMES L. DE BROUX, d/b/a BADGER WOOD PRODUCTS
DATED MARCY 16, 1965

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto LOUIS J. DE BROUX and JAMES L. DE BROUX, d/b/a BADGER WOOD PRODUCTS, a Partnership, of West De Pere, Wisconsin,

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of De Pere, County of Brown, and the State of Wisconsin,



and described as follows, to wit:

All that part of the One Hundred (100) foot right of way of the Chicago and North Western Railway Company, over and across the South Half (S 1/2) of Private Claim No. 27 and the North Half of the North Five-eights (N 1/2 N 5/8) of Private Claim No. 28, all on the West side of the Fix River in the City of De Pere, Brown County, Wisconsin, that lies Westerly of a line drawn parallel with and distant Forty-five (45) feet Westerly of, as measured radially from the center line of the main track of said Railway Company, as now located and established; bounded on the North by the Southeasterly extension of the Southwesterly line of Ash Street and bounded on the South by the Southeasterly extension of the Southwesterly line of Lot Forty-eight (48) in Block Twenty-five (25) in De Pere Company's Addition to the Village of West De Pere (now part of said City of De Pere).

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 16th day of MARCH A. D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST COMPANY
As Trustee as aforesaid,

By /s/ R. G. Pintard
Trust Officer

ATTEST:

/s/ J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ K. GORMLEY

/s/ R. BURCHHEIT

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G.PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and sat that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N. J., and that J. M. DOYLE resides at 7 STUYVESANT OVAL, NEW YORK, N.Y. and the severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New [illegible] 16th day of MARCH A. [illegible], Nineteen Hundred and Sixty-five.

STATE OF WISCONSIN
Department of State } ss.
Received this 21st day of April A. D. 1965 at 10 o'clock A M. and recorded in Vol. 47 of RRM on page 535-536 (486-487)
Secretary of State

/s/ JOHN L. BERVAR
NOTARY PUBLIC

In and for the County of New York in the State of New York

JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term Expires March 30,1966

My Commission as such
Notary Public Expires: _____

QUITCLAIM DEED

FROM

SOO LINE RAILROAD COMPANY TO THE STATE OF WISCONSIN

COVERING LAND IN

MARQUETTE COUNTY

DATED APRIL 1, 1965

- - - - - - - - - - - -

103921

No. S-14 Quit Claim Deed---Short Form---(STATE OF WISCONSIN) Published by Eau Claire Book & Stationery Co. Form No. 14

VOL. 102 PAGE 143

This Indenture, Made by SOO LINE RAILROAD COMPANY, successor in interest to Wisconsin Central Railway Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, grantor, of Hennepin County, Minnesota hereby quit-claims to STATE OF WISCONSIN, grantee, of County, Wisconsin, for the sum of Fifty and No/100----------($50.00)----------Dollars.

the following tract of land in Marquette County, State of Wisconsin:

a strip of land 100 feet in width comprising those parts of Government Lot 4 and the fractional S1/2 NW1/4 of Section 30, Township 15 North, Range 9 East, bounded and described as follows: on the Northwesterly and Southwesterly sides by two lines running parallel with and respectively 50 feet distant Northwesterly and 50 feet distant Southeasterly (measured at right angles) from the center line of the abandoned main line track of the Wisconsin Central Railway Company's railroad as the same was located, maintained and operated over and across said Section 30 prior to the removal of said track; on the Southwesterly side by the Northerly right of way line of the Chicago and North Western Railway Company; and on the Northeasterly side by a line running parallel with and 330 feet distant Northeasterly (measured at right angles from the following described reference line, commencing at a point on the South line 423.84 feet West of the Southeast corner of Section 25, Township 15 North, Range 8 East; thence North 3° 48' 30" East a distance of 2143.70 feet; thence South 57° 57' East a distance of 573.50 feet; thence North 0° 21' 30" East a distance of 1,000 feet more or less, said strip of land contains 1.6 acres more or less.

RESERVING in the Grantor, its successors or assigns, all oil, gas and other minerals in or under or that may be produced from the above described strip of land.

In Witness Whereof, the said grantor has caused these presents to be signed by J. D. Bond, its Executive Vice President, and countersigned by Thomas M. Beckley, its Secretary, at Minneapolis, Minnesota, and its corporate seal to be hereunto affixed, this 1st day of April, A. D., 1965.

Signed and Sealed in Presence of

/s/ GAIL A. KOLAND

/s/ MARIAN A. AMOS

SOO LINE RAILROAD COMPANY
Corporate Name

/s/ J. D. BOND
J. D. BOND EXECUTIVE VICE President

/s/ THOMAS M. BECKLEY
Secretary

State of Minnesota )
) SS.
County Hennepin )

Personally came before me, this 1st day of April, A. D., 1965, J. D. Bond, Executive Vice President and Thomas M. Beckley, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Executive Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority

/s/ DOUGLAS HANSON
Notary Public Hennepin County, Minn.
My Commission expires March 23 A.D., 1967.

Received for Record this 6 day of April A.D.,1965 at 8:00 o'clock A.M.

/s/ HERBERT KRUEGER
Register of Deeds

Drafted by J. J. Tracy

(N.B.— Ch. 59 Wis. Stats. provideds that all instruments to be recorded shall have plainly typewritten thereon the names of the grantors, grantees, witnesses and notary.)

Project T 05-2(24)

Parcel 24

STATE OF WISCONSIN )
Department of State ) ss.
Received this 23rd day of April A. D. 19 65 at 10 o'clock A M. and recorded in Vol. 47 of R R M on page 537 (489)

Secretary of State

CONVEYANCE

BY

GREEN BAY AND WESTERN RAILROAD COMPANY

TO

STATE OF WISCONSIN (STATE HIGHWAY COMMISSION)

DATED APRIL 5, 1965

S.H.C. of W. Form No. 110 (Rev. 10-61) DOCUMENT NO.

This Indendure, Made by Green Bay and Western Railroad Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, hereby conveys, bargains, sells and relinquishes to State of Wisconsin (State Highway Commission), grantee, for the sum of One and no /100 ($1.00) Dollars.

All existing, future or potential common law or statutory easements, or rights of access between the right of way of the highway currently designated as S.T.H. 95, and all of the abutting real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: That land of the owner in the SE 1/4-NW1/4, SW1/4-NW1/4, NW1/4-SW1/4, Sect. 16, T 22 N, R 5 W and the NE 1/4-SE1/4, Sec. 17, T 22 N, R 5 W lying southeast of a line located 50 feet southeast of the following described reference line:

Commencing in Sec. 16 on the south line at a point located 999.5 feet west of the southeast corner thereof;

thence N 39°-29' W, 766.8 feet;
thence N 55°-47' W, 3822.05 feet;
thence N 55°-19' E, 1120.48 feet to the point of beginning of the reference line;
thence S 55°-19' W, 2575 feet.

These restrictions and conditions shall run with the land and shall be binding upon the present and any subsequent owners, their hercis, successors and assigns.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the Improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by H. Weldon McGee, its President, and countersigned by Lawrence B. Ward, its Assistant Secretary, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed, this 5th day of April, A. D., 1965

Signed and Sealed in Presence of

/s/ PHILIP DE LANO

-/s/- DOROTHY I. SCHROEDER

_____ Corporate Name

/s/ H. WELDON McGEE
President

Countersigned:

-/s/- LAWRENCE B. WARD
Secretary

STATE OF WISCONSIN )
BROWN County ) SS
)

Personally came before, this 5th day of April, A.D. 1965, H. Weldon McGee, President, and Lawrence B. Ward Assistant Secretary, of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such H. Weldon McGee President and Lawrence B. Ward Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

/s/ FRANCIL L. RENARD
Notary Public, Brown County, Wisconsin
My commission expires Oct. 22, A.D.,1967

Received for Record

_____ DAY OF _____
A.D., 19___ AT _____
O'CLOCK ____M. AND RECORDED IN
VOL. _____ OF _____ PAGE ___

REGISTER OF DEEDS

COUNTY (SEAL)

This instrument was drafted by the State Highway Commission of Wisconsin

Project I 94-2(11)105 Negotiated by _____

Parcel No. 65

STATE OF WISCONSIN ) ss.
Department of State )
Received this 27 day of
Apr A. D. 19 65 at 2
o'clock P M. and recorded in Vol.
97 of R.R.M.
on page 490
Secretary of State



QUITCLAIM DEED

COVERING CERTAIN LAND IN THE COUNTY OF JACKSON

BY

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

TO

STATE HIGHWAY COMMISSION OF WISCONSIN

DATED APRIL 1, 1965

Authorization No. P-2687

DEED NO. 71934

KNOW ALL MEN BY THESE PRESENTS

That the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a Wisconsin Corporation, Grantor, in consideration of the sum of ONE HUNDRED and No/100 DOLLARS ($100.00), the receipt whereof is hereby acknowledged, conveys and quitclaims to STATE HIGHWAY COMMISSION OF WISCONSIN Grantee, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purposes whatsoever, in, over and upon the following described land, situated in the County of Jackson, and State of Wisconsin, to wit:

A portion of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4), Section Fourteen (14), Township Twenty-One (21) North, Range Four (4) West, lying Southerly of S.T.H. 54 (as laid out and traveled January 1, 1964) and within Forty (40) feet Southerly of and parallel to the following described line:

Commencing at a point on the East and West Quarter line of Section Fourteen (14), said Township Twenty-One (21) North, Range Four (4) West, One Thousand Three Hundred Eight and Nine-Tenths (1,308.9) feet East of the center of said Section Fourteen (14); thence North Forty-Two Degrees Forty-Four Minutes (42° 44') West, a distance of Seven Hundred Seventy-Seven and Ninety-Seven One Hundredths (777.97) feet to a point hereinafter referred to as Point "A"; thence North Sixty-Three Degrees Sixteen Minutes (63° 16') East, a distance of One Hundred Seventy-Eight and Seventy-One Hundredths (178.70) feet; thence North Sixty-One Degrees Fifty-Two Minutes (61° 52') East, a distance of Five Hundred Ninety-Two and Eighty-Six One-Hundredths (592.86) feet to the point of beginning, said point also being Seventy-Nine (79) feet Northwesterly, as measured at right angles, from the center line of the main track of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as now located and established; thence South Sixty-One Degrees Fifty-Two Minutes (61° 52') West, a distance of Five Hundred Ninety-Two and Eighty-Six One-Hundredths (592.86) feet, to a point Sixty Five (65) feet Northwesterly, as measured at right angles, from the center line of said main track; thence South Sixty-Three Degrees Sixteen Minutes (63° 16') West, along a line parallel with the center line of said main track, a distance of Two Hundred Seventy-Eight and Seventy One-Hundredths (278.70) feet; thence South Sixty-Four Degrees Forty-Six Minutes (64° 46') West, a distance of Six Hundred Fifty-Five and One-Hundredth (655.01) feet, to a point Eighty-Two (82) feet Northwesterly, as measured at right angles, from the center line of said main track.

Reserving, however, unto said Grantor, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described; and further, the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement, maintenance, or use of said described land, or any part thereof, as a street or highway, as part of the immediate improvement, and if any special tax or assessment shall be levied or assessed against the property of the Grantor for all or any of the purposes aforesaid, the Grantee, by its acceptance hereof, hereby assumes and agreesto pay the same.

IN WITNESS WHEREOF, the said CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY has caused its corporate seal to be affixed, and this instrumnet to be signed by its President, and attested by its Secretary this First day of April A. D. 1965.

Signed, Sealed and Delivered in Presence of:

/s/ V. J. LUISI

/s/ J. C. WILSON

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

By /s/ C. J. FITZPATRICK
C. J. Fitzpatrick President

Attest:

/s/ T. A. ROSS
T. A. ROSS, Secretary

STATE OF WISCONSIN ) ss.
Department of State )
Received this 30th day of
April A. D. 19 65 at 2
o'clock P M. and recorded in Vol.
47 of R.R.M.
on page 539-540 (491)
Secretary of State

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this First day of April A.D. 1965 the above named C.J. FITZPATRICK, President of the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, and T.A.ROSS Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

/s/ A. S. FLECK
NOTARY PUBLIC IN AND FOR COOK COUNTY ILLINOIS

My Commission expires: August 23, 1966

RELEASE
OF CERTAIN LAND IN THE CITY OF MADISON, DANE COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
RESEARCH PRODUCTS CORPORATION
DATED APRIL 14, 1965

- - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto RESEARCH PRODUCTS, a Wisconsin Corporation, of Madison, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Madison, County of Dane and State of Wisconsin

and described as follows, to wit:

A part of Block One Hundred Seventy-Three (173), Original Plat of the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the most Northerly corner of said Block One Hundred Seventy-Three (173); thence South Forty-Four Degrees Fifty-Five Minutes Thirty Seconds (44° 55' 30") East, One Hundred Ninety-Five and Eighty-Five One-Hundredths (195.85) feet to a point which is Forty-Four (44) feet Northwesterly, measured at right angles from the center line of the Southbound main track of the Chicago and North Western Railway Company; thence South Forty-Five Degrees Zero Minutes (45° 00') West, Three Hundred Fifty-Five and Fifty-Four One-Hundredths (355.54) feet to a point which is Forty-Four (44) feet Northwesterly, measured at right angles from the center line of the Southbound main track of the Chicago and North Western Railway Company; thence North Forty-Four Degrees Fifty-Five Minutes Thirty Seconds (44° 55' 30") West, One Hundred Ninety-Five and Eighty-Five One-Hundredths (195.85) feet; thence North Forty-Five Degrees Zero Minutes (45° 00') East, Three Hundred Fifty-Five and Fifty-Four One-Hundredths (355.54) feet to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 14th day of April A. D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ H.V. CONDIT
H.V.CONDIT VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
A. L. McKEE TRUST OFFICER

WITNESSES:

TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ N.NEHER
N. NEHER

/s/ L.E. LEVIN
L.E. LEVIN



STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR., a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H.V. CONDIT and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. V. CONDIT resides in Evanston, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

/s/ G. N. SIMPSON,JR.
NOTARY PUBLIC

In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN )
Department of State ) ss.
Received this 25th day of May A. D. 19 65 at 10 o'clock A M. and recorded in Vol. 41 of RPM on page 541-542 (492-493)

Secretary of State

RELEASE
OF CERTAIN LAND IN THE CITY OF MADISON, DANE COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY (formerly CHEMICAL BANK & TRUST COMPANY)
TO
RESEARCH PRODUCTS CORPORATION
DATED APRIL 21, 1965

- - - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto RESEARCH PRODUCTS CORPORATION, a Wisconsin Corporation, of Madison, Wisconsin all of the rights, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by birtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Madison, County of Dane, and State of Wisconsin

and described as follows, to wit:

A part of Block One Hundred Seventy-Three (173), Original Plat of the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the most northerly corner of said Block One Hundred Seventy-Three (173); thence South Forty-Four Degrees Fifty-Five Minutes Thirty Seconds (44° 55' 30") East, One Hundred Ninety-Five and Eighty-Five One-Hundredths (195.85) feet to a point which is Forty-Four (44) feet Northwesterly, measured at right angles from the center line of the Southbound main track of the Chicago and North Western Railway Company; thence South Forty-Five Degrees Zero Minutes (45° 00') West, Three Hundred Fifty-Five and Fifty-Four One Hundredths (355.54) feet to a point which is Forty-Four (44) feet Northwesterly, measured at right angles from the center line of said Southbound main track of the Chicago and North Western Railway Company; thence North Forty-Four Degrees Fifty-Five Minutes Thirty Seconds (44° 55' 30") West, One Hundred Ninety-Five and Eighty-Five One-Hundredths (195.85) feet; thence North Forty-Five Degrees Zero Minutes (45° 00') East, Three Hundred Fifty-Five and Fifty-Four One-Hundredths (355.54) feet to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 21st day of April, A. D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST CO.
As trustee as aforesaid,

By /s/ R. G. PINTARD
R. G. PINTARD TRUST OFFICER

ATTEST:

/s/ H. OPPENHEIM
H. OPPENHEIM ASSISTANT SECRETARY

WITNESS:

TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ K. GORMLEY

/s/ R. BUCHHEIT

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing; and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR STREET, DOVER, N.J. and that H. OPPENHEIM resides at 347 WARWICK AVENUE, MT. VERNON, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 21st day of April A. D., Nineteen Hundred and Sixty-five.

/s/ HARRISON J. LAEMMERHIRT
NOTARY PUBLIC

In and for the County of New York
in the State of New York.

HARRISON J. LAEMMERHIRT
Notary Public, State of New York
No. 43-2229675
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1967

My Commission as such
Notary Public Expires:

STATE OF WISCONSIN )
Department of State ) ss.
Received this 25th day of
May A. D. 19 65 at 10
o'clock A. M. and recorded in Vol.
47 of R.R.M.
on page 543-544 (493-494)

Secretary of State



QUITCLAIM DEED
TO
LAND SITUATED IN THE CITY OF OSHKOSH, COUNTY OF WINNEBAGO
BY
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
TO
CITY OF OSHKOSH
DATED OCTOBER 6,1964

- - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party of the first part, in consideration of the sum of ONE DOLLAR ($1.00), to it in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, conveys and quitclaims to the CITY OF OSHKOSH, party of the second part, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the City of Oshkosh, County of Winnebago, and State of Wisconsin, to wit:

Parts of the Southwest Quarter (SW 1/4) of Section Twenty-four (24), Township Eighteen (18) North, Range Sixteen (16) East, in the original Third Ward of the City of Oshkosh, Winnebago County, Wisconsin, described as follows:

Beginning at a point on the East line of South Main Street located Forty-six and Zero Zero Hundredths (45.00) feet North and Sixty and Zero Zero Hundredths (60.00) feet East of the Northeast corner of Block No. 6 in the Third Ward, City of Oshkosh; thence North Zero Degrees, Zero Zero Minutes (0° 00') Sixty and Zero Zero Hundredths (60.00) feet along East line of South Main Street; thence North Ninety Degrees, Zero Zero Minutes (90° 00') East, One Hundred Forty-six and Thirty-one One-Hundredths (146.31) feet to the established harbor line; thence South Fifty-five Degrees, Twenty-eight Minutes (55° 28') East, Seven Hundred Forty and Zero Zero Hundredths (740.00) feet along said harbor line of the Southerly shore of the Fox River; thence South Forth-three Degrees, Thirteen Minutes (43° 13') East. Three Hundred Thirty-eight and One One-Hundredth (338.01) feet; thence South Seventy-three Degrees, Zero Six Minutes (73° 06') East, Seventy and Zero Zero Hundredths (70.00) feet to the center line of old main tracks of Chicago and North Western Railway Company, Forty-five (45) feet Southerly of bridge seat on South abutment of the Chicago and North Western Railway Company bridge; thence South Seventy-three Degrees, Zero Six Minutes (73° 06') East, Seventy and Zero Zero Hundredths (70.00) feet; thence South Sixteen Degrees, Fifty-four Minutes (16° 54') West, Sixty and Zero Zero Hundredths (60.00) feet; thence North Seventy-three Degrees, Zero Six Minutes (73° 06') West, One Hundred Fifty-five and Ninety-six One-Hundredths (155.96) feet; thence North Forty-three Degrees, Thirteen Minutes (43° 13') West, Three Hundred Forty-seven and Fifty-four One-Hundredths (347.54) feet; thence North Fifty-five Degrees, Twenty-eight Minutes (55° 28') West, Seven Hundred Fourteen and Ninety-two One-Hundredths (714.92) feet; thence South Ninety Degrees, Zero Zero Minutes (90° 00') West, One Hundred Twenty-seven and Sixty-six One-Hundredths (127.66) feet to the point of beginning.

Parts of Sections 24 & 25, T18 N., R16 E, in the 3rd ward, City of Oshkosh, Winnebago County, Wisconsin, described as follows: Beginning at a point on the extended north line of Tenth Avenue located 988.9 feet easterly from the east line of South Main Street; thence N 16° 54' E 453.46 feet parallel to the old main line track of the C & NW RR: Thence S 73° 06' E 60 feet at right angles to said track; thence S 16° 54' W 453.46 feet parallel to said track; thence S 73° 06' E 5 feet; thence S 16° 54' W 1483.78 feet to the extended north line of Fourteenth Avenue; thence N 89° 16' W 62.48 feet on said north line to a point located 558.61 feet easterly from the east line of South Main Street; thence N 16° 54' E 1501.16 feet parallel to and 75 feet from centerline of said main line track; thence N 73° 06' W 5 feet to the point of beginning, said tract containing 2.68 acres more or less.

By acceptance of this conveyance the party of the second part hereby agrees to enact an ordinance providing that no one will be permitted to loiter, congregate or otherwise assemble, for any reason whatsoever, either individually or as a group, on XXXXXXX of any portion of the above described real estate, and providing effective enforcement of said ordinance by said party of the second part.

Reserving, however, unto said party of the first part the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described; and further, the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the party of the first part, and its successors, lessees, licensees and assignees.

IN WITNESS WHEREOF, the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, and attested by its Secretary this Sixty day of October A. D. 1964.

CHICAGO AND NORTH WESTERN RAILWAY CO.
By /s/ C. J. FITZPATRICK

Signed, Sealed and Delivered
in Presence of:

/s/ V. J. LUISI

/s/ E. C. MARQUARDT

ATTEST:

/s/ T. A. ROSS

Approved:

/s/ C. S. ANDERSON
C.S.Anderson - Chief Title Officer

VOL 1104 PAGE 239

(SEAL)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this 6th day of October A. D. 1964, the above named C. J. FITZPATRICK, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and T. A. ROSS, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same.

/s/ EDWARD C. BLAHA
Edward C. Blaha Notary Public in and for Cook County, Illinois

(SEAL)

My Commission Expires: November 6, 1964

(This deed is being re-recorded so as to correct error in description in deed recorded in Volume 1087, at page 355, Winnebago County Wisconsin Registry.)

(This deed is being re-recorded so as to correct error in description in deed recorded in Volume 1091, at page 525, Winnebago County Wisconsin Registry.)

STATE OF WISCONSIN )
Department of State ) ss.
Received this 2nd day of June A. D. 19 65 at 10 o'clock A M. and recorded in Vol. 47 of R R M on page 545-542 (495-496)
Secretary of State

QUITCLAIM DEED

TO

LAND SITUATED IN THE CITY OF OSHKOSH, COUNTY OF WINNEBAGO

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

CITY OF OSHKOSH

Dated March 30, 1965

- - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, Grantor, in consideration of the sum of ONE DOLLAR ($1.00), to it in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, conveys and quitclaims to the CITY OF OSHKOSH, Grantee, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land situated in the City of Oshkosh, County of Winnebago and State of Wisconsin, to wit:

A triangular parcel of land in the Southwest Quarter (SW 1/4) of Section Twenty-four (24), Township Eighteen (18) North, Range Sixteen (16) East of the Fourth Principal Meridian, in the Original Third Ward of the City of Oshkosh, Winnebago County, Wisconsin, described as follows: Commencing at a point on the East line of South Main Street located Forty-six (46) feet North and Sixty (60) feet East of the Northeast corner of Block No. 6 in the Third Ward, City of Oshkosh; thence North Ninety Degrees Zero Minutes (90° 00') East along the South line of a Sixty (60) foot public street, One Hundred Twenty-seven and Sixty-six One Hundredths (127.66) feet to an angle point; thence South Fifty-five Degrees Twenty-eight Minutes (55° 28') East along the Southerly line of said Street, Seven Hundred Fourteen and Ninety-two One hundredths (714.92) feet to an angle point; thence South Forth-three Degrees Thirteen Minutes (43° 13') East along the Southerly line of said Street, Three Hundred Forty-seven and Fifty-four One-hundredths (347.54) feet to an angle point; thence South Seventy-three Degrees Six Minutes (73° 06') East along the Southerly line of said Street, One Hundred Twenty-five and Ninety-six One-hundredths (125.96) feet to the point of beginning; thence continuing South Seventy-three Degrees Six Minutes (73° 06') East along the Southerly line of said Street, Thirty (30) feet to an angle point; thence South Sixteen Degrees Fifty-four Minutes (16° 54') West along the Westerly line of said Street, Thirty (30) feet; thence Northwesterly along a straight line, Forty-two and Forty-three One-hundredths (42.43) feet to the point of beginning.

Reserving, however, unto said Grantor the right to construct, maintain,use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described; and further, the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, and its successors, lessess, licensees, and assignees.

DATED this 30th day of March, 1965



CHICAGO AND NORTH WESTERN RAILWAY CO.

Signed, Sealed and Delivered in Presence of:

/s/ V. J. LUISI

/s/ J.C. WILSON

By /s/ C.J. FITZPATRICK

Attest:

/s/ T. A. ROSS
T. A. Ross Secretary

Approved /s/ L.J. POSTMUS
L.J.Postmus Asst. Chief Title Officer

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this 30th day of March A.D. 1965, the above named C. J. FITZPATRICK, President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY and T. A. ROSS, Secretary of said Company, to me known to be the persons who executed the foregoing instrument for and in behalf of said Company, and acknowledged the same

/s/ A. S. FLECK
NOTARY PUBLIC IN AND FOR COOK COUNTY, ILLINOIS
A. S. FLECK

(SEAL)

My Commission Expires: August 23, 1966

STATE OF WISCONSIN )
Department of State ) ss.
Received this 2nd day of June A. D. 19 65 at 10 o'clock A M. and recorded in Vol. 47 of R R M on page 548-549 (496-497)
Secretary of State

HIGHWAY EASEMENT & ACCESS EASEMENT

COVERING CERTAIN LAND IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY

BY

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN

- - - - - - - - - - - - Dated May 14, 1965 - - - - - - - - - - - -

HIGHWAY EASEMENT & ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of THREE THOUSAND SEVEN HUNDRED THIRTEEN AND NO/100 DOLLARS ($3,713.00), and other good and valuable considerations, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation, Grantor, does hereby grant and convey to the STATE OF WISCONSIN, Grantee, a perpetual easement for highway purposes, including the right, privilege and authority to enter upon the following described lands to construct, reconstruct, repair,operate and maintain a public highway and control of Grantor's use of air space, above or below said highway on and across the said lands situated in the City of Milwaukee, Milwaukee County, Wisconsin.

The extent of such grant shall be to a parcel of land described as follows:

That part of a parcel of land described hereinafter as Parcel "A", said part being that part of Parcel "A" lying within a strip of land 161 feet in width, said strip of land lying 80.5 feet on either side of a reference line described as follows: Commencing at a point in the Southwest corner of the Northwest 1/4 of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee; thence North 89° 03' 10" East along the South line of said 1/4 Section 1817.30 feet to the point of beginning of the reference line to be described, said point being at Station 183 + 84.62 on the center line of the North-South Expressway; thence North 15° 00' 10" West along the center line of the North-South Expressway 1262.31 feet to the point of beginning of a curve having a radius of 2864.79 feet and bearing North 74° 59' 50" East; thence Northerly along said curve whose long chord is 690.31 feet and bears North 8° 04' 58" West a distance of 692.01 feet to a point, said point being the end of the curve; thence North 1° 09' 45" West along the center line of the North-South Expressway a distance of 695.96 feet to a point in the North line of said 1/4 Section at Station 210 + 34.90, said point being 1435.96 feet North 88° 55' 30" East of the Northwest corner of said 1/4 Section, said point being the end of the reference line being described.

Parcel "A"

That part of the Chicago, Milwaukee, St. Paul and Pacific Railroad lands being a part of Lots 4 and 5 in Subdivision of Lot 1 in Partition of the Northwest 1/4 of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, said lands lying between the South Menomonee Canal and Burnham's Canal.

(Said parcels contain 20,750 square feet more or less.)

The right, permission, and authority is also granted to said Grantee to construct and maintain the necessary structure and suuports in accordance with Grantee's plans on file at the State Highway Commission offices, Madison, Wisconsin, for Structure B-40-285, and commonly called the Menomonee Valley High Level Bridge on the North-South Freeway on and across the lands hereinabove described.

The right, permission and authority is also granted to said Grantee to restrict the use of said lands for non-rail transportation operation in accordance with the following:

1) Any use occupying space within the area of the above described parcel above a horizontal plane measured a distance of ten (10) feet below the underside of structures supporting elevated roadways; or any use of space within fifteen (15) feet of any bridge pier column.

2) Any use of said lands, in conformity with (1) above, for buildings, structures, storage (vehicle parking excepted), or any manufacture of materials which are deemed by the Grantee to be a fire hazard or hazard to the operation of the highway facility constructed on and over said lands.

3) Any use which prevents vehicle travel across the land surface of the real property herein described by the Grantee for maintenance, repair, or reconstruction of the aforementioned highway facility.

The Grantor hereby releases any and all right of access to the elevated freeway to be constructed over the lands herein described except that which is in common with the traveling public generally.

The Grantor reserves the title to the lands herein described, and maintenance and use of a public highway upon and across the Grantor's property however long continued, shall not vest in the Grantee any rights, other than those granted by this conveyance.

These covenants, burdens, and restrictions shall run with the land and shall forever bind the Grantor, its successors and assigns.

AND ALSO, the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Grantor, its successor and assigns, does hereby further grant to the State of Wisconsin, Grantee, its agents or assigns, an access easement on any roadway facility (private or otherwise) located on the Grantor's remaining property or across other property in which Grantor has a right by easement, lease, license, or permit, connecting the street system of the City of Milwaukee with the ground surface of Grantor's property at the above-described location.

WITNESS the hand and seal of the Grantor, this 14th day of May, 1965.

In presence of:

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ E. C. ADAMS

By /s/ WILLIAM J. QUINN
PRESIDENT William J. Quinn

/s/ W. R. LEVY
W. R. LEVY

By /s/ G. E. POTTINGER
G. E.Pottinger ASSISTANT SECRETARY

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

In Witness whereof, said WILLIAM J. QUINN, President, and G. E. POTTINGER, Assistant Secretary of CHICAGO, MILWAUKEE, ST.PAUL AND PACIFIC RAILROAD COMPANY, acting for and on behalf of said corporation herein known as the Grantor, have hereunto subscribed their names, and caused the seal of said corporation to be hereunto affixed this 14th day of May, 1965.

/s/ VIOLET A. SCHLEICHERT
Violet A. Schleichert
Notary Public

My Commission Expires: January 24, 1967.

THIS INSTRUMENT WAS DRAFTED BY THE STATE HIGHWAY COMMISSION OF WISCONSIN Project I-94-4(46)308

Parcel 207

STATE OF WISCONSIN
Department of State ss.
Received this 3rd day of
June A. D. 19 65 10
o'clock A. M. and recorded in Vol.
47 of RRM
on page 550-551 (447-448)
Secretary of State

HIGHWAY EASEMENT & ACCESS EASEMENT
COVERING CERTAIN LAND IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE
BY
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
TO
STATE OF WISCONSIN
Dated May 14, 1965

- - - - - - - - - - -

HIGHWAY EASEMENT & ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of SEVEN THOUSAND FOUR HUNDRED TWENTY FIVE AND NO/100 DOLLARS ($7,425.00), and other good and valuable considerations,



CHICAGO, MILWAUKEE, ST.PAUL AND PACIFIC RAILROAD COMPANY, a corporation, Grantor, does hereby grant and convey to the STATE OF WISCONSIN, Grantee, a perpetual easement for highway purposes, including the right, privilege and authority to enter upon the following described lands to construct, reconstruct, repair, operate and maintain a public highway and control of Grantor's use of air space, above or below said highway on and across the said lands situated in the City of Milwaukee, Milwaukee County, Wisconsin.

The extent of such grant shall be to a parcel of land described as follows: That part of Blocks 138, 139 and 154, including all of Lots 5 and 6 and parts of Lots 1, 2, 3, 4, and 7 in Block 138, part of Lot 7 in Block 139, and parts of Lots 1, 2, 3, and 4 in Block 154, in the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, bounded and described as follows: Beginning at a point in the West line of said Southeast 1/4 of the Southwest 1/4 of Section 29, said point being 587.16 feet South of the point of intersection of said West line with the South line of West.St. Paul Avenue; thence North 0° 13' 56" East along the West line of the Southeast 1/4 of the Southwest 1/4 of Section 29, to the point of intersection with the Southerly line of Kneeland's Canal; thence South 87° 47' 44" East along the Southerly line of Kneeland's Canal to the point of intersection with a line which is parallel to and 195 feet East of (as measured at right angles from) the West line of said Southeast 1/4 of the Southwest 1/4 of Section 29; thence South 0° 13' 56" West along said parallel line to the point of intersection with the Northerly line of the North Menomonee Canal; thence North 89° 38' 08" West along the Northerly line of the North Menomonee Canal a distance of 161 feet to a point; thence Northwesterly to the place of beginning.

-also-

That part of Kneeland's Canal, in the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, bounded and described as follows: Beginning at the point of intersection of the Southerly line of Kneeland's Canal with a line which is parallel to and 195 feet East of (as measured at right angles from) the West line of said Southeast 1/4 of the Southwest 1/4 of Section 29; thence North 87° 47' 44" West along the Southerly line of Kneeland's Canal to the point of intersection with the West line of said Southeast 1/4 of the Southwest 1/4 of Section 29, said West line also being the West line of Kneeland's Canal; thence North 0° 13' 56" East along said West line, 62.47 feet to a point which is midway between the Southerly line and the Northerly line of Kneeland's Canal; thence South 89° 43' 31" East and parallel to the Northerly line of Kneeland's Canal 200 feet to a point, thence Southerly to the place of beginning.

(Said parcel contains 71,300 square feet more or less.)

The right, permission, and authority is also granted to said Grantee to construct and maintain the necessary structure and supports in accordance with Grantee's plans on file at the State Highway Commission offices, Madison, Wisconsin, for Structure B-40-285, and commonly called the Menomonee Valley High Level Bridge on the North-South Freeway on and across the lands hereinabove described.

The right, permission, and authority is also granted to said Grantee to construct and maintain a sotrm sewer facility in accordance with Grantee's plans on file at the State Highway Commission offices, Madison, Wisconsin for the East-West Freeway, Central Trunk Sewer on and across the lands hereinabove described.

The right, permission and authority is also granted to said Grantee to restrict the use of said lands for non-rail transportation in accordance with the following:

1) Any use occupying space within the area of the above described parcel above a horizontal plane measured a distance of ten (10) feet below the underside of structures supporting elevated roadways; or any use of space within fifteen (15) feet of any bridge pier column.

2) Any use of said lands, in conformity with (1) above, for buildings, structures, storage (vehicle parking excepted), or manufacture of materials which are deemed by the Grantee to be a fire hazard to the operation of the highway facility constructed on and over said lands.

3) Any use which prevents vehicle travel across the land surface of the real property herein described by the Grantee for maintenance, repair, or reconstruction of the aforementioned highway facility.

The Grantor hereby releases any and all right of access to the elevated freeway to be constructed over the lands herein described except that which is in common with the traveling public generally.

The Grantor reserves the title to the lands herein described, and maintenance and use of a public highway upon and across the Grantor's property however long continued, shall not vest in the Grantee any rights adverse to those of the Grantor, other than those granted by this conveyance.

These covenants, burdens, and restrictions shall run with the land and shall forever bind the Grantor, its successors and assigns.

AND ALSO, the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Grantor, its successors and assigns, does hereby further grant to the State of Wisconsin, Grantee, its agents or assigns, an access easement on any roadway facility (private or otherwise) located on the Grantor's remaining property or across other property in which Grantor has a right by easement, lease, license, or permit, connecting the street system of the City of Milwaukee with the ground surface of Grantor's property at the above described location.

WITNESS the hand and seal of the Grantor, this 14th day of May, 1965.

In presence of:

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ E. C. ADAMS
E. C. Adams

By /s/ WILLIAM J. QUINN
PRESIDENT William J. Quinn

/s/ W. R. LEVY
W. R. Levy

By /s/ G. E. POTTINGER
G. E. Pottinger ASSISTANT SECRETARY

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

In witness whereof, said WILLIAM J. QUINN, President, and G. E. POTTINGER, Assistant Secretary of CHICAGO, MILWAUKEE, ST.PAUL AND PACIFIC RAILROAD COMPANY, acting for and on behalf of said corporation, herein known as the Grantor, have hereunto subscribed their names, and caused the seal of said corporation to be hereunto affixed this 14th day of May, 1965.

/s/ VIOLET A. SCHLEICHERT
Violet A. Schleichert
Notary Public

My Commission Expires January 24, 1967.

THIS INSTRUMENT WAS DRAFTED BY THE STATE HIGHWAY COMMISSION OF WISCONSIN

Project I-94-4(46)308 ... Parcel 213

STATE OF WISCONSIN
Department of State } ss.
Received this 3rd day of June A. D. 1965 at 10 o'clock A. M. and recorded in Vol. 47 of RRM on page 552-554 (499-500)
Secretary of State

HIGHWAY EASEMENT & ACCESS EASEMENT
COVERING CERTAIN LAND IN THE CITY OF MILWAUKEE, COUNTY OF MILWAUKEE
BY
CHICAGO, MILWAUKEE, ST.PAUL AND PACIFIC RAILROAD COMPANY
TO
STATE OF WISCONSIN
Dated May 14, 1965

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HIGHWAY EASEMENT & ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of TWENTY-FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($25,800.00), and other good and valuable considerations, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation, Grantor, does hereby grant to the STATE OF WISCONSIN, Grantee, a perpetual easement for highway purposes, including the right, privilege and authority to enter upon the following described lands to construct, reconstruct, repair, operate and maintain a public highway and control of Grantor's use of air space, above or below said highway on and across the said lands situated in the City of Milwaukee, Milwaukee County, Wisconsin.

The extent of such grant shall be to a parcel of land described as follows: That part of the C.M.St.P.& P.R.R. lands, being a part of Lot 1 in Partition of the West 1/2 of the Southwest 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, bounded and described as follows: Commencing at a point on the South line of the 66-foot strip of right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said point being 335 feet West of the East line of said Lot 1; thence Southeasterly along a line (whose Southeasterly-most point is on the East line of Lot 1 and 26 feet South of the South line of said strip of right of way) a distance of 176 feet to a point, said point being the place of beginning of the land to be described; continuing thence Southeasterly to a point on the East line of Lot 1, said point being 26 feet South of the South line of said strip of right of way; thence North along the East line of Lot 1, 92 feet to a point in the North line of the right of way of said railroad company; thence West along said North right of way line 230 feet to a point; thence Southeasterly to the place of beginning.

- also -

That part of the C.M.St.P.& P.R.R. lands, being a part of Block 137 including all of Lots 8, 9, 13, 14, 15, 16 and parts of Lots 12, 17 and 18 in the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, bounded and described as follows: Beginning at the point of intersection of the West line of said Southeast 1/4 of the Southwest 1/4 of Section 29 with the North line of Kneeland's Canal; thence Easterly along the North Line of Kneeland's Canal, 205 feet to a point; thence Northeasterly to a point in the South line of West Hinman Street, said point being 235 feet East of the West line of said Southeast 1/4 of the Southwest 1/4 of Section 29; thence Northeasterly to a point in the Southerly-most corner of Lot 10 in said Block 137; thence Northwesterly along the Westerly line of Lot 10, 50 feet to a point in the Southeasterly corner of Lot 4 in said Block 137; thence Southwesterly along the Southerly line of Lot 4, 90.52 feet to a point in the Southwesterly corner of Lot 4; thence West at right angles from the West line of Lot 4, 10 feet to the centerline of the North-South alley lying between Lots 4 and 5 in said Block 137; thence South along the centerline of said alley and said centerline extended South, to the point of intersection with the South line of West Hinman Street; thence West along the South line of West Hinman Street 140 feet to a point in the west line of said Southeast 1/4 of the Southwest 1/4 of Section 29; thence South along said West line to the place of beginning.

- also -

That part of Kneeland's Canal in the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 7 North, Range 22 East, in the City of Milwaukee, bounded and described as follows: Beginning at a point in the Northerly line of Kneeland's Canal, said point being 205 feet Easterly from the West line of the Southeast 1/4 of the Southwest 1/4 of Section 29; thence Westerly along the Northerly line of Kneeland's Canal, 205 feet to a point in said West line of the Southeast 1/4 of the Southwest 1/4 of Section 29; thence South along said West line 62.47 feet to a point which is midway between the Northerly line and the Southerly line of Kneeland's Canal; thence Easterly and parallel to the Northerly line of Kneeland's Canal 200 feet to a point; thence Northeasterly to the place of beginning.

Said parcel contains 79,600 square feet more or less.

The right,permission, and authority is also granted to said Grantee to construct and maintain the necessary structure and supports in accordance with Grantee's plans identified as Structure B-40-285, and commonly called the Menomonee Valley High-level Bridge on the North-South Freeway on and across the lands hereinabove described.

The right, permission, and authority is also granted to said Grantee tc construct and maintain a storm sewer facility in accordance with Grantee's plans identified as the Central Trunk Sewer on and across the lands hereinabove described.

The right, permission, and authority is also granted to said Grantee to restrict the non-railway purpose use of said lands in accordance with the following:

1. Any use occupying space within all of the area of the herein described lands above a horizontal plane measured a distance of ten (10) feet below the underside of structures supporting elevated roadways; or space within fifteen (15) feet of any bridge pier column.

2. Any use of said lands,in conformity with (1) above, for buildings, structures, storage (vehicle parking excepted), or manufacture of materials which are deemed by the Grantee to be a fire hazard or hazard to the operation of the highway facility constructed on and over said lands.

3. Any use which prevents vehicle travel across the land surface of the real property herein described by the Grantee for maintenance, repair or reconstruction purposes permiteed by this grant.

EXCEPTING AND RESERVING unto the Grantor, its successors and assigns, any and all rights to use and occupy the lands herein described for such purposes which will not be hazardous to or impair full use of the easement for highway purposes. It is the purpose of this exception and reservation to provide that the Grantor will have the exclusive right to construct and have unrestricted use of railroad trackage and appurtenances and roadways across the said lands (except where such is prevented due to occupancy by the highway facility) and for other improvements upon which prior written approval has been extended by the State Highway Commission of Wisconsin, its successors or assigns.

The Grantor further releases any legal right or easement of access to the elevated freeway to be constructed over the lands herein described except in common with the traveling public generally.

The Grantor reserves the title to the lands herein described and maintenance and use of a public highway upon and across the Grantor's property however long continued, shall not vest in the Grantee any rights adverse to those of the Grantor, other than those granted by this conveyance.

These covenants, burdens and restrictions shall run with the land and shall forever bind the Grantor, its successors and assigns.

AND ALSO the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Grantor, does hereby grant to the State of Wisconsin, Grantee, its agents or assigns, an access easement on any roadway facility (private or otherwise) located on the Grantor's remaining property or across other property where Grantor has a right by lease, license, or permit, connecting the street system of the City of Milwaukee with the ground surface of Grantor's property at the above described location.

WITNESS the hand and seal of the Grantor, this 14th day of May 1965.

In presence of:

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/s/ E. C. ADAMS
E. C. Adams

By /s/ WILLIAM J. QUINN
PRESIDENT William J. Quinn

/s/ W. R. LEVY
W. R. Levy

By /s/ G. E. POTTINGER
ASSISTANT SECRETARY G.E.Pottinger

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS
COOK COUNTY )

On this 14th day of May, A. D. 1965, before me, the undersigned, personally appeared WILLIAM J. QUINN and G. E. POTTINGER to me personally known, who being by me duly sworn, did say that they are respectively President and Assistant Secretary of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said WILLIAM J. QUINN and G. E. POTTINGER severally acknowledged said instrument to be the free act and deed of said Corporation

/s/ VIOLET A. SCHLEICHERT
Violet A. Schleichert Notary Public

My Commission Expires January 24, 1967

THIS INSTRUMENT WAS DRAFTED BY THE STATE HIGHWAY COMMISSION OF WISCONSIN Project I-94-4(46)308
Parcel 215

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of June A. D. 19 65 at 10 o'clock A M. and recorded in Vol. 47 of R.R.M. on page 555-557 (500-502)
Secretary of State

EASEMENT FOR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE COUNTY OF LINCOLN
BY
THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
TO
STATE OF WISCONSIN
DATED MAY 14, 1965

- - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Hundred and No/100 ($100.00), and other good and valuable considerations, The Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a corporation, grantor, does hereby grant to the State of Wisconsin, grantee, a perpetual easement for highway purposes, including the right and privilege to enter upon said lands owned or controlled by it to construct, reconstruct, repair and maintain a public highway across said lands situate in Lincoln County, Wisconsin.

The extent of such grant shall be limited to a strip or parcel of land within the property owned or controlled by the grantor and described as follows:

In T. 35 N., R. 6 E., Section 22, SW1/4-NE1/4, NW1/4-NE1/4, and in Section 15, SW1/4-SE1/4 and SE1/4-NE1/4 thereof,

Strips of land therein lying southeasterly of a line 50 feet northwesterly of and parallel to the following described reference line;

Commencing at a point on the East-West quarter line of said Section 22, approximately 214 feet west of the intereior quarter corner thereof,

Thence N. 21°45'E. 578.2 feet to the west line of said SW1/4-NE1/4, Section 22 and Point of Beginning of the first strip of land,

Thence continuing N. 21°-45'E. 221.96 feet.

Thence N. 21°41'E. approximately 3394.74 feet to the east line of said SW1/4-SE1/4, Section 15 and end of the first strip of land.

Thence continuing N. 21° 41'E. approximately 1502 feet to the south line of said SE1/4-NE1/4, Section 15 and point of beginning of a second strip of land therein,

Thence continuing N.21°41'E. approximately 1425 feet to the north line of said SE1/4-NE1/4, Section 15 and end of the second strip of land described herein.

Said strips of land contain 1.97 acres, more or less, exclusive of lands previously acquired or now being used for highway purposes.

In addition the grantor also grants a limited highway easement in Lincoln County described as follows:

A limited highway easement for the right to construct slopes, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desireble to prevent erosion of the soil. This limited highway easement is to terminate on the day the State Highway Commission Project F 05-4(50) is completed.



In and to the following tract of land in Lincoln County, Wisconsin, described as:

In T.35N., R.6E., Section 15, part of the NE1/4-SE1/4, the NE1/4-SE1/4, NW1/4-SE1/4, and the SW1/4-SE1/4 thereof, and in T.35N., R.6E., Section 22, part of the NW1/4-NE1/4 and SW1/4-NE1/4 thereof;

That portion of the said NE1/4-NE1/4 lying southeasterly of a series of two straight lines connecting the following described points, said points being measured northwesterly of and at right angles to the following described reference line:

Commencing at a point on the east-weat quarter line of said Section 15 approximately 735 feet west of the east quarter corner thereof,

Thence N. 21°41'E. approximately 1653 feet to the Point of Beginning, from which the first point lies 50 feet northwesterly;

Thence continuing N.21°41'E. 200 feet, from which the second point lies 65 feet northwesterly.

Thence continuing N.21°41'E. 100 feet to the Point of Ending, from which the third point lies 50 feet northwesterly.

And in the said NE1/4-SE1/4 and NW1/4-SE1/4, Section 15;

That portion thereof lying between lines 50 feet and 65 feet northwesterly of and parallel to the following described reference line:

Commencing at the last described point of ending;

Thence S.21°41W., 2100 feet to the Point of Beginning;

Thence continuing S.21°41'W., 1200 feet to the Point of Ending;

Thence continuing S.21°41'W., 750 feet to the Point of Beginning of a strip of land in the said SW1/4-SE1/4, Section 15, lying between lines 50 feet and 60 feet northwesterly of and parallel to the following described reference line:

Thence continuing S.21°41'W., 150 feet to the Point of Ending;

Thence continuing S.21°41'W., 1450 feet to the Point of Beginning of a strip of land in the said NW1/4-NE1/4 and SW1/4-NE1/4, Section 22, lying between lines 50 feet and 90 feet northwesterly of and parallel to the following described reference line;

Thence continuint S.21°41'W., 950 feet to the Point of Ending.

This grant is subject to the superior title of the Grantor to said property and to all other outstanding and superior rights, if any, and the Grantee shall not be reason of the easement hereby granted, acquire or assert title to said property adverse to the title of the Grantor, and upon the abandonment of the use of said property for the purpose herein authorized, the title thereto shall remain in the Grantor, its successors and assigns, free and clear of all rights or claims of the Grantee.

IN TESTIMONY WHEREOF, the said Grantor has caused these presents to be executed in its corporate name by its - President and its Asst. Secretary and its separate seal to be hereunto affixed this 14th day of May, 1965.

SIGNED, SEALED and DELIVERED
In Presence of:

/s/ E. C. ADAMS

/s/ R. M. SIMMONS
R. M. Simmons

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By /s/ WILLIAM J. QUINN
William J. Quinn - President
ATTEST

/s/ G.E. POTTINGER
G. E. Pottinger - Assistant Secretary

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

On this 14th day of May,1965, before me, a Notary Public within and for said County, personally appeared WILLIAM J. QUINN and G. E. POTTINGER, to me personally known, who, being each by me duly sworn did say that they are respectively the - President and the Asst. Secretary of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said WILLIAM J. QUINN and G. E. POTTINGER acknowledged said instrument to be the free act and deed of said corporation.

/s/ VIOLET A. SCHLEICHERT
Violet A. Schleichert
Notary Public

My Commission
expires January 24, 1967

STATE OF WISCONSIN } ss.
Department of State
Received this 7th day of June A. D. 1965 at 10 o'clock A M. and recorded in Vol. 47 of R.R.M. on page 558-560 (502-503)
Secretary of State

Project T 05-4(41)

Parcel 3

THIS INSTRUMENT WAD DRAFTED BY THE STATE HIGHWAY COMMISSION OF WISCONSIN

RELEASE
OF CERTAIN LAND IN THE CITY OF MADISON, DANE COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JAN. 1,1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
ROBERT H. KREUTER, J. M. FISHER, ARTHUR G. GRANDLICH AND JOHN E. GRAVES, AS
TENANTS IN COMMON
DATED JUNE 3, 1965

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DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto ROBERT H. KREUTER, J. M. FISHER, ARTHUR G. GRANDLICH and JOHN E. GRAVES, as tenants in common, of Madison, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under,through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Madison, County of Dane, and State of Wisconsin,

and described as follows, to wit:

The east fifty (50) feet of the west one thousand two hundred twenty (1,220) feet of the south six hundred and six-tenths (600.6) feet of the northeast quarter (NE 1/4) of section thirty-five (35) Township seven (7) north, range nine (9) east of the fourth principal meridian.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in,on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, siad THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 3rd day of June A. D., Nineteen Hundred and Sixty-Four.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ R. R. MANCHESTER
R. R. MANCHESTER VICE PRESIDENT

ATTEST:

/s/ J. R. GRIMES
J.R. Grimes Trust Officer

WITNESSES:

TO THE SIGNATURE OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ M. R. LEYDEN

/s/ O. J.TENDALL



STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and J. R. GRIMES to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that J. R. GRIMES resides in Chicago, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and foluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd day of June A. D., Nineteen Hundred and Sixty-Four.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC

In and for the County of Cook in the State of Illinois

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN )
Department of State ) ss.
Received this 17th day of
June A. D. 19 65 at 2
o'clock P M. and recorded in Vol.
41 of R R M
on page 561-562 (504-505)

Secretary of State

RELEASE
OF CERTAIN LAND IN THE CITY OF MADISON, DANE COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK & TRUST COMPANY (NOW CHEMICAL BANK NEW YORK TRUST COMPANY)
TO
ROBERT H. KREUTER, J. M. FISHER, ARTHUR G. GRANDLICH AND JOHN E. GRAVES
AS TENANTS IN COMMON
DATED JUNE 9, 1965

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DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939,,between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

ROBERT H. KREUTER, J. M. FISHER, ARTHUR G. GRANDLICH and JOHN E. GRAVES, as Tenants in Common, of Madison, Wisconsin

All of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of

Trust, as supplemented and amended, in and to the property situated in the City of Madison, County of Dane, and State of Wisconsin,

and described as follows, to wit:

The East Fifty (50) feet of the West One Thousand Two Hundred Twenty (1,220) feet of the South Six Hundred and Six-Tenths (600.6) feet of the Northeast Quarter (NE 1/4) of Section Thirty-Five (35), Township Seven (7) North, Range Nine (9) East of the Fourth Principal Meridian.

Exepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust Officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 9th day of June A. D., Nineteen Hundred and Sixty-Four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By /s/ R. G. PINTARD
TRUST OFFICER

ATTEST:

/s/ H. OPPENHEIM
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ R. BURCHHEIT

/s/ J. J. SMITH

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing; and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N.J. and that H. OPPENHEIM resides at 347 WARWICK AVENUE, MT. VERNON, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 9th day of June A.D., Nineteen Hundred and Sixty-Four.

/s/ JOHN BERVAR
NOTARY PUBLIC

In and for the County of New York in the State of New York.

JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30,1966

My Commission as such Notary Public Expires: _____

STATE OF WISCONSIN ) ss.
Department of State )
Received this 17th day of June A.D. 1965 at 2 o'clock P M. and recorded in Vol. 47 of R R M on page 561-562 563-564 (505-506)
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY OF MANITOWOC, MANITOWOC COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST, DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
HERESITE & CHEMICAL COMPANY
DATED JUNE 14, 1965

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DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

HERESITE & CHEMICAL COMPANY, of Manitowoc, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Manitowoc, County of Manitowoc, and State of Wisconsin,

and described as follows, to wit:

All that part of Lot Seventeen (17) of Block Two Hundred Ten (210) in the City and County of Manitowoc, Wisconsin, as lies Northwesterly of a line parallel with and distant Eleven (11) feet Northwesterly, measured radially, from the center line of the main track of the Chicago and North Western Railwsy Company, as the same is now located and established over and across said Lot Seventeen (17).

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 14th day of June A. D., Nineteen Hundred and Sixty-Five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ H. H. HAWES
H. H. Hawes VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
A. L. McKEE TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ L. E. LEVIN

/s/ THEODORE OLSON

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. H. HAWES and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, A National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me,

did severally depose and say that H. H. HAWES resides in Evanston, Ill. and that A.L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and dded of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said instrument for the purposes and uses therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 14th day of June A. D., Nineteen Hundred and Sixty-Five.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN ) ss.
Department of State )
Received this ~~17th~~ 1st day of July A. D. 19 65 at 2 o'clock P M. and recorded in Vol. 47 of R R M on page ~~542-547~~ 565-566 (507-508)
Secretary of State

RELEASE

OF CERTAIN LAND IN THE CITY OF MANITOWOC, MANITOWOC COUNTY

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

SECOND MORTGAGE AND DEED OF TRUST, DATED AS OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE

TO

HERESITE & CHEMICAL COMPANY

DATED JUNE 21, 1965

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DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 75, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

HERESITE & CHEMICAL COMPANY, of Manitowoc, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Manitowoc, County of Manitowoc, and State of Wisconsin,

and described as follows, to wit:

All that part of Lot Seventeen (17) of Block Two Hundred Ten (210) in the City and County of Manitowoc, Wisconsin as lies Northwesterly of a line parallel with and distant Eleven (11) feet Northwesterly, measured radially from the center line of the main track of the Chicago and North Western Railway Company, as the same is now located and established over and across said Lot Seventeen (17).

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its CORPORATE TRUST OFFICERS thereunto



duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 21st day of June A. D., Nineteen Hundred and Sixty-Five.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By /s/ R. G.PINTARD
CORPORATE TRUST OFFICER

ATTEST:

/s/ J. M. DOYLE
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ J. P. McGINTY

/s/ P. J. SMITH, JR.

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N. J. and that J. M. DOYLE resides at STUYVESANT OVAL, NEW YORK, N. Y. and they severally acknowledged to me that they are, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

1 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 21st day of June A. D., Nineteen Hundred and Sixty-Five.

/s/ HARRISON J. LAEMMERHIRT
NOTARY PUBLIC
In and for the County of New York in the State of New York

HARRISON J. LAEMMERHIRT
Notary Public, State of New York
No. 43-22229675
Qualified in Richmond County
Cert. filed in New York County
My Commission as such
Notary Public expires: Term Expires March 30, 1967

STATE OF WISCONSIN ) ss.
Department of State )
Received this 1st day of July A. D. 19 65 at 10 o'clock A M. and recorded in Vol. 47 of R R M on page ~~546-547~~ 567-568 (508-509)
Secretary of State

RELEASE

OF CERTAIN LAND IN THE VILLAGE OF ASHIPPUN, COUNTY OF DODGE

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

INDENTURE OF MORTGAGE AND DEED OF TRUST, DATED AS OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

LORENZ WITTNEBEL

DATED JUNE 14,1965

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DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto LORENZ WITTNEBEL, of Oconomowoc, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Ashippun, County of Dodge, and State of Wisconsin,

and described as follows, to wit:

That portion of the Southeast Quarter (SE 1/4) of Section Thirty (30), Township Nine (9) North, of Range Seventeen (17) East, in the Town of Ashippun, Dodge County, Wisconsin, bounded and described as follows: Commencing at the point of intersection of the Northeasterly line of Oak Street with the Northeasterly extension of the Northwesterly line of Ann Street; thence Southeasterly along the Northeasterly line of said Oak Street, One Thousand Fifty-Six and Fifty-Five One-Hundredths (1,056.55) feet to the true point of beginning of the land hereinafter described; thence Southeasterly along the Northeasterly line of said Oak Street, One Hundred Four (104) feet; thence Northeasterly along a line at right angles to the last described course, One Hundred Forty-Five (145) feet, more or less, to a point Fifty (50) feet Southwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company, as now located and established; thence Northwesterly along a line parallel with the center line of said main track to a point Nine (9) feet Southwesterly, measured radially, from the center line of side track I.C.C. Number 42 of said Railway Company, as now located and established; thence Northwesterly along a line parallel with the center line of said side track to a line drawn at right angles to the Northeasterly line of said Oak Street from the point of beginning; thence Southwesterly along a line drawn at right angles from the Northeasterly line of said Oak Street, a distance of One Hundred Forty (140) feet, more or less, to the place of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 14th day of June A. D., Nineteen Hundred and Sixty-Five.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

By /s/ H. H. HAWES
H. H. Hawes VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
A. L. McKEE TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ L. E. LEVIN

/s/ THEODORE OLSON

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

STATE OF WISCONSIN
Department of State } ss.
Received this 13th day of
July A. D. 19 65 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page ~~567-568~~ 569-570 (509-510)
Secretary of State

I, G.N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. H. HAWES and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before this day in person, and being first duly sworn by me, did severally depose and say that H.H. HAWES resides in Evanston, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 14th day of June A. D., Nineteen Hundred and Sixty-Five.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967

RELEASE
OF CERTAIN LAND IN THE VILLAGE OF ASHIPPUN, COUNTY OF DODGE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST, DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY
TO
LORENZ WITTNEBEL
DATED JUNE 22, 1965

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DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

LORENC WITTNEBEL, of Oconomowoc, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Ashippun, County of Dodge, and State of Wisconsin,

and described as follows, to wit:

That portion of the Southeast Quarter (SE 1/4) of Section Thirty (30), Township Nine (9) North, of Range Seventeen (17) East, in the Town of Ashippun, Dodge County, Wisconsin, bounded and described as follows: Commencing at the point of intersection of the Northeasterly line of Oak Street with the Northeasterly extension of the Northwesterly line of Ann Street; thence Southeasterly along the Northeasterly line of said Oak Street, One Thousand Fifty-Six and Fifty-Five One-Hundredths (1,056.55) feet to the true point of beginning of the land hereinafter described; thence Southeasterly along the Northeasterly line of said Oak Street, One Hundred Four (104) feet; thence Northeasterly along a line at right angles to the last described course, One Hundred Forty-Five (145) feet, more or less, to a point Fifty (50) feet Southwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company, as now located and established; thence Northwesterly along a line parallel with the center line of said main track to a point Nine (9) feet Southwesterly, measured radially, from the center line of side track I.C.C. Number 42 of said Railway Company, as now located and established; thence Northwesterly along a line parallel with the center line of said side track to a line drawn at right angles to the Northeasterly line of said Oak Street from the point of beginning; thence Southwesterly along a line drawn at right angles from the Northeasterly line of said Oak Street, a distance of One Hundred Forty (140) feet, more or less, to the place of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its CORPORATE TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 22nd day of JUNE A.D., Nineteen Hundred and Sixty-Five.

CHEMICAL BANK NEW YORK TRUST COMPANY
as trustee as aforesaid,

By /s/ R. G. PINTARD
CORPORATE TRUST OFFICER

ATTEST:

/s/ J. M. DOYLE
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ K. GORMLEY

/s/ R. BUCHHEIT

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R.G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINDARD resides at 17 TAYLOR ST., DOVER, N.J. and that J. M. DOYLE resides at 7 STUYVESANT OVAL, NEW YORK, N.Y. and they severally acknowledged to me that they are, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and foluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 22nd day of JUNE A.D., Nineteen Hundred and Sixty-Five.

/s/ HARRISON J. LAEMMERHIRT
NOTARY PUBLIC

In and for the County of New York
in the State of New York.

HARRISON J. LAEMMERHIRT
Notary Public, State of New York
No. 43-22229675
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1967

My Commission as such Notary Public Expires:

STATE OF WISCONSIN )
Department of State ) ss.
Received this 12th day of July A. D. 1965 at 10 o'clock A. M. and recorded in Vol. 47 of RRM on page ~~569-570~~ 511-512 (511-512)

Secretary of State



573

QUIT CLAIM DEED

TO

LAND SITUATED IN CITY OF FORT ATKINSON, COUNTY OF JEFFERSON

BY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

LOU ZEMEL, FORT ATKINSON, WISCONSIN

Dated, May 24, 1963

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Authorization No. P-1363
Deed No. 70336

THE GRANTOR, Chicago and North Western Railway Company, a Wisconsin corporation, for the consideration of Three Thousand Five Hundred and No/100 DOLLARS ($3,500.00), conveys and quitclaims to LOU ZEMEL of Fort Atkinson, Wisconsin, GRANTEE, all interest in the following described real estate situated in the City of Fort Atkinson, County of Jefferson, and the State of Wisconsin, to wit:

That part of the East Fractional Half (E.Fr. 1/2) of Section Four (4), Township Five (5) North, Range Fourteen (14) East, described as follows, to wit: Beginning at the intersection of a line drawn parallel with and Ninety-Four (94) feet Southeasterly, as measured perpendicularly from the original center line of the original main track of the Chicago and North Western Railway Company, with a line drawn parallel with and five (5) feet Northeasterly, as measured perpendicularly from the northerly face of the freight house of said railway company, as said freight house is now located and established; thence northwesterly along said line drawn parallel with the north face of said freight house to a point eight and five-tenths (8.5) feet southeasterly, as measured perpendicularly from said Railway Company Track Number I.C.C. 21; thence southwesterly parallel with said center line of track number I.C.C. 21 to a northwesterly extension of the southerly face of said freight house; thence southeasterly along said northwesterly extension, the southerly face of said freight house, and its southeasterly extension to a point ninety-four (94) feet southeasterly, as measured perpendicularly from said original center line; thence northeasterly parallel with said original center line to the point of beginning.

Subject to public streets and highways.

Also conveying a perpetual non-exclusive easement for ingress and egress over the following described tract:

A strip of land ten (10) feet wide, lying southerly of and contiguous to the southerly line of the above described premises.

Reserving, however, unto said grantor, its lessees, licensees, successors and assigns, the poles and wires now located upon said premises, together with the right to maintain and reconstruct the same until such time as they are permanently removed by said grantor, its lessees, licensees, successors or assigns, and by the acceptance of this conveyance the grantee for himself, his heirs and assigns, agrees to assume the entire cost and expense of removing said poles and wires from the premises herein conveyed, in the event such removal is desired by said grantee, his heirs and assigns.

Dated this 24th day of May, 1963.

Signed, Sealed and Delivered in Presence of:

Opal T. Morgan /s/

Vincent J. Luisi /s/

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By /s/ C. J. Fitzpatrick, President

Attest /s/ T. A. Ross, Secretary

Approved: /s/ C. S. Anderson, Chief Title Officer

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

I, A. S. FLECK, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. FITZPATRICK and T. A. ROSS, to me personally knownand known to me to be, respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th day of May, 1963.

/s/ A. S. Fleck
Notary Public, in and for the County of Cook,
in the State of Illinois.
A. S. Fleck
My commission expires; August 23rd, 1966.

STATE OF WISCONSIN )
Department of State ) ss.
Received this 30th day of
July A. D. 19 65 at 10:00
o'clock A. M. and recorded in Vol.
47 of Railroad Mortgages
on page ~~5~~ 514.
/s/ Fleta Zimmerman
Secretary of State



MORTGAGE
OF CERTAIN LAND IN THE COUNTY OF VERNON, STATE OF WISCONSIN
BETWEEN
HILLSBORO AND NORTH EASTERN RAILWAY COMPANY, MORTGAGOR
AND
J. A. CESNIK AND FLORENCE V. CESNIK, MORTGAGEE
DATED AUGUST 13,1965

DOCUMENT NO.

MORTGAGE-Individual and Corporate
STATE OF WISCONSIN-FORM 25
(With Receivership and Six Months Redemption Clauses)

Mortgagor / Mortgagee / Consideration / Description

KNOW ALL MEN, that Hillsboro and North Eastern Railway Company, a Wisconsin corporation located at Hillsboro, ~~of~~ Wisconsin herein called the mortgagor,whether one or more, hereby mortgage to J. A. Cesnik and Florence V.Cesnik, husband and wife, as joint tenants, of Hillsboro, Wisconsin, herein called the mortgagee,whether one or more, in consideration of the sum of Seventy Thousand and no/100 Dollars ($70,000.00) ~~in hand paid, the receipt of which is hereby acknowledged~~, and conveys and warrants to the mortgagee the following described real estate in Vernon County, State of Wisconsin:

THIS SPACE RESERVED FOR RECORDING DATA
RETURN TO
Gordon Sinykin
110 East Main Street
Madison, Wisconsin 53703

A parcel of land in the Southwest 1/4 of the Southwest 1/4, Section 25, Township 14 North, Range 1 East, which is bounded by a line described as follows: Commencing at a point in the centerline of the main track of the Hillsboro and North Eastern Railway, which point is 1177.1 feet Northeasterly (as measured along the center of said track) from the West line of Section 36; thence Northwesterly at right angles to said track 22.5 feet to the point of beginning; thence continuing Northwesterly at right angles to said track 127.5 feet to the Northwesterly line of a parcel of land conveyed by Farmers' State Bank, Hillsboro, to Hillsboro and North Eastern Railway Company and recorded in Vol. 107 of Deeds on page 434; thence Northeasterly parallel with the aforesaid track 270 feet; thence Southeasterly at right angles to said track 127.5 feet; thence Southwesterly parallel with said track 270 feet to the point of beginning.

Also a 25 foot right-of-way in the Southwest 1/4 of the Southwest 1/4, Section 25; the Northwest 1/4 of the Northwest 1/4 of Section 36; and the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 14 North, Range 1 East, the centerline of said right-of-way being described as follows: Commencing at a point in the centerline of the main track of the Hillsboro & North Eastern Railway, which point is 1189.6 feet Northeasterly (measured along the center of said track) from the West line of Section 36; thence Northwesterly at right angles to said track 150 feet to the point of beginning; thence continuing Northwesterly at right angles to said track 37.5 feet; thence Southwesterly in a direct line and parallel with the main track to a point which is 15.9 feet Northeasterly from the West line of Section 36; thence South parallel with and 12.5 feet East of the West line of Said Section 36 for 190.7 feet; thence Southwesterly in a direct line parallel with and 37.5 feet from the centerline of the main track to the public highway, all in Vernon County, Wisconsin.

Also, all other real estate owned by the Hillsboro and North Eastern Railway Company in Vernon County and in Juneau County, State of Wisconsin, lying in Sections 25, 35 and 36, Township 14 North, Range 1 East, Vernon County, Wisconsin, and in Sections 19, 20, 21 and 30, Township 14 North, Range 2 East, Juneau County, Wisconsin.

It is intended by this instrument to mortgage all the real estate of the mortgagor, of every kind and nature owned by it, lying in Vernon and Juneau Counties, Wisconsin; and the mortgagor covenants and agrees to execute and deliver to the mortgagee any further mortgage or mortgages presented by the mortgage and containing a more detailed description of said real estate.

Subject to a prior mortgage on the lands described above by metes and bounds from the mortgagor to Armour Agricultural Chemical Company, a division of Armour and Company, dated November 4, 1963 and recorded on November 9, 1963 in Volume 133 of Mortgages, page 682, # 228201, Vernon County, Wisconsin Registry.

(This mortgage is given to secure that certain note bearing even date herewith, in the principal sum of $70,000.00, from Midwestern Farm Fertilizers, Inc. to the mortgage. This mortgage may be released or satisfied upon the giving of substituted security as provided in that certain collateral security agreement of even date herewith between Midwestern Farm Fertilizers, Inc. and the mortgagee hereunder.)

together with all the hereditaments, privileges and appurtenances to the same belonging, and all the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD to same to the mortgagee.

Covenants of Title

And the mortgagor hereby covenants that the mortgagor is seized of a good title to the real estate in fee simple, free and clear of ann incumbrances ~~except as follows~~:

and the mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever.

**Provisions for Defeasance**

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee, the sum of money as expressed in the note or notes secured hereby bearing even date herewith, and in the amount of the above consideration, according to the terms hereof, and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and the note or notes be void.

**Tax Clause**

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in such real estate shall be assessed for taxation and taxed together, without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against this mortgage or the note or notes secured hereby and on the real estate described in this mortgage, including every mortgage interest which the mortgagee may have or be deemed to have in such real estate by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing due payment thereof, hereby waiving and releasing all rights of offsets or deductions against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

**Insurance Clause**

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for at least the sum of $ 70,000.00 , to pay the premiums thereon when due, and to comply with coinsurance provisions, if any, in insurance companies approved by the mortgagee, with loss payable to the mortgagee as interest may appear and all policies covering the mortgaged premises shall be deposited with and held by the mortgagee.

**Mortgagee may cure Defaults**

In case any such taxes or assessments remain unpaid after they become delinquent, the mortgagee may pay them with accrued interest, fees and expenses, and in case of failure to keep the mortgaged premises so insured, the approved policies deposited, or premiums paid when due, the mortgage may effect such insurance and pay the premiums thereon, and all sums so paid shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and deemed part of the

**Disbursements by Mortgagee Capitalized**

indebtedness secured hereby, and bear interest at the rate of 6 % per annum and form a lien upon the real estate described herein.

**Option Cluase**

In case of default in the payment of any principal or interest when the same shall become due, or in the performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor herein or in said note or notes to be kept or performed, then the whole amount of unpaid principal shall, at the option of the mortgagee, bee deemed to have become due and payable without notice, notice being thereby expressly waived.

**Remedies**

In case the option herein shall be exercised, the unpaid principal and interest, together with all sums which may be or have been paid by the mortgagee as herein authorized with interest on such disbursements at the rate aforesaid shall be collectible in a suit at law, or by foreclosure of this mortgage by action or adverisement in the same manner as if the whole of said unpaid principal had been due at the time when any such default occurred; and the indebtedness shall embrace, with said unpaid principal and interest, all the sums so disbursed with interest as aforesaid.

**Receivership Clause**

If any preceedings shall be brought to foreclose this mortgage or to collect the indebtedness hereby secured, Mortgagee shall be entitled as a matter of right, without notice to Mortgagors or any person claiming under them and without regard to the adequacy of the security or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, to the immediate appointment of a receiver with power to take possession of the premises lease the same, collect all rentals and profits thereof and hold and apply the receipts as the court may order for maintenance of the security and on account of said indebtedness.

**Six Month Redemption Clause**

Mortgagors agree that in the event of the foreclosure of this mortgage they will be bound by provisions of Sectionn278.101 of the Wisconsin Statutes.

**Power of Sale**

And it shall be lawful for the mortgagee to sell the said real estate with appurtenances thereunto belonging at public sale, and thereupon to make and execute to the purchasers deeds of conveyance pursuant to the statutes.

**Foreclosure Expense**

In case of foreclosure proceedings, whether abated or not, all foreclosure expenses, including reasonable attorney's fees, shall be added to the principal, become due as incurred, and in case of judgment, shall be included therein.

**Heirs, Legal Representatives, Successors, Assigns**

All terms, conditions, covenants, warranties and promises herein shall be binding upon the heirs, legal representatives, successors, and assigns of the mortgagor and shall inure to the benefit of the mortgagee, the mortgagee's heirs, legal representatives, successors and assigns.



**Limitation on Personal Liability**

Unless an individual mortgagor is also obligated on the note or notes herein described, such mortgagor shall not be personally liable on any money judgment.

IN WITNESS WHEREOF, this mortgage has been executed and delivered this 13th day of August , A.D., 1965 .

SIGNED AND SEALED IN PRESENCE OF

/s/ JAMES.W. NEALE
James W. Neale

/s/ GORDON SINYKIN

HILLSBORO AND NORTH EASTERN RAILWAY COMPANY

/s/ R. B. BALDRIDGE (SEAL)
R. B. Baldridge President

/s/ Hiram D. Anderson, Jr. (SEAL)
Hiram D. Anderson, Secretary Jr.

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN )
) SS.
COUNTY OF Dane )

Personally came before me this M 13th day of August , 1965 R. B. Baldridge , President, and Hiram D. Anderson, Jr. Secretary, of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of said corporation, by its authority.

/s/ GORDON SINYKIN
Gordon Sinykin

Notary Public, Dane County, Wisconsin
My Commission ~~expires~~ is Permanent.

THIS INSTRUMENT DRAFTED BY Gordon Sinykin

STATE OF WISCONSIN )
Department of State ) ss.
Received this 17th day of Aug. A. D. 1965 at 10 o'clock A M. and recorded in Vol. 47 of R.R.M. on page 575:576 (515-517)
Secretary of State

QUITCLAIM DEED
TO
LAND SITUATED AT OR NEAR THE TOWN OF KICKAPOO CENTER, COUNTY OF VERNON
BY
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
TO
VERNON COUNTY
DATED JULY 19, 1965

- - - - - - - - - - - - - -

232480

QUITCLAIM DEED

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, Grantor, hereby CONVEYS and QUITCLAIMS to VERNON COUNTY, Wisconsin, Grantee, free, however, from the liens of the First Mortgage and all supplements thereto, and the General Mortgage of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, both dated as of January 1, 1944 and both recorded in the Office of the Secretary of the State of Wisconsin, this conveyance free from said liens being permiteed by Article XI, Section 2 of each said mortgages, for the consideration of ONE HUNDRED TWENTY-FIVE ($125.00), the receipt and sufficiency whereof are hereby acknowledged, the following described real estate situated at or near the Town of Kickapoo Center, Vernon County, State of Wisconsin, to-wit:

That part of Grantor's 100-foot wide-right of way for its former line or railroad, now retired, in the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 35, Township 12 North, Range 3 West, more particularly described as follows:

A parcel of land containing 0.41 acres, more or less, being 180 feet in length, 110 feet lying to the northwest and 70 feet lying to the southeast of the following described reference line: Commencing in said Section 35 on the north and south quarter line at a point located 1967.0 feet north of the south quarter thereof; thence along a reference line bearing north 71 degrees 21 minutes east 590.7 feet to

the point of beginning; thence continuing north 71 degrees 21 minutes east 100.0 feet to a point hereinafter referred to as Point "A"; thence continuing north 71 degrees 21 minutes east 200.0 feet. Excepting from the above described parcel all that land owned by Wilfred A. Lawton, Verlin W. Wilder and John Adams.

Grantor hereby further grants unto Grantee a limited highway easement for the right to construct and maintain a channel change, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desireable to prevent erosion of the soil, in and to the following real estate situated in Vernon County, Wisconsin, to-wit:

A parcel of land in Township 12 North, Range 3 West, Section 35 in the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) thereof, described as follows: Beginning at the aforelocated Point "A"; thence along a reference line bearing north 71 degrees 21 minutes east 200.0 feet (this parcel consists of a uniform 520 feet in width, 350 feet lying to the northwest and 170 feet lying to the southeast of the above described reference line). Excepting from the above described parcel all that land owned by Wilfred A. Lawton, Verlin W. Wilder and John Adams.

IN WITNESS WHEREOF, said Chicago, Milwaukee, St. Paul and Pacific Railroad Company has caused these presents to be signed by its - President and countersigned by its Asst. Secretary and its corporate seal to be hereunto affixed this 19th day of July, 1965.

CHICAGO, MILWAUKEE, ST.PAUL AND
PACIFIC RAILROAD COMPANY

In Presence of:

/s/ E. C. ADAMS
E. C. Adams

By /s/ WILLIAM J. QUINN
William J. Quinn - President

Countersigned:

/s/ W. R. LEVY
W. R. Levy

/s/ G. E. POTTINGER
G. E. Pottinger - Assistant Sec.

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this 19th day of July, 1965, WILLIAM J. QUINN, - President, and G.E. POTTINGER, Asst. Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such - President and Asst. Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

/s/ VIOLET A. SCHLEICHERT
Violet A. Schleichert
Notary Public in and for the State of Illinois, County of Cook.

(SEAL)

My Commission Expires January 24, 1967

THIS INSTRUMENT WAS DRAFTED BY R. W. SPANGENBERF OF THE LAW DEPARTMENT OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AT CHICAGO, ILLINOIS.

REGISTERS'OFFICE) SS:
Vernon Co., Wis.)
Rec'd. for Record this day of
JUL 29 1965 at 1:45 O'clock Pm
and recorded in Vol. 155 of Rec, on
Page 279
/s/ DONALD L. POTTER
Register of Deeds

STATE OF WISCONSIN ) ss.
Department of State )
Received this 18th day of
Aug A. D. 19 65 at 10
o'clock A M. and recorded in Vol.
42 of R R M
on page 517-518 (517-518)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE CITY OF FORT ATKINSON, COUNTY OF JEFFERSON
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JAN. 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
LOU ZEMEL, FORT ATKINSON, WISCONSIN
DATED JULY 26, 1963

- - - - - - - - - - - - - - - - - - -

DEED OF RELEASE



KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, A National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

LOU ZEMEL, of Fort Atkinson, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fort Atkinson, County of Jefferson, and State of Wisconsin,

and described as follows, to wit:

That part of the East Fractional Half (E.Fr. 1/2) of Section Four (4), Township Five (5) North, Range Fourteen (14) East, described as follows, to wit: Beginning at the intersection of a line drawn parallel with and Ninety-Four (94) feet Southeasterly, as measured perpendicularly from the original center line of the original main track of the Chicago and North Western Railway Company, with a line drawn parallel with and Five (5) feet Northeasterly, as measured perpendicularly from the Northerly face of the freight house of said Railway Company, as said freight house is now located and established; thence Northwesterly along said line drawn parallel with the North face of said freight house to a point Eight and Five-Tenths (8.5) feet Southeasterly, as measured perpendicularly from said Railway Company Track Number I.C.C. 21; thence Southwesterly parallel with said center line of Tract Number I.C.C. 21 to a Northwesterly extension of the Southerly face of said freight house; thence Southeasterly along said Northwesterly extension, the Southerly face of said freight house, and its Southeasterly extension to a point Ninety-Four (94) feet Southeasterly, as measured perpendicularly from said original center line; thence Northeasterly parallel with said original center line to the point of beginning.

Subject to public streets and highways.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 26th day of July A. D., Nineteen Hundred and Sixty-three.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ R. B. MANSFIELD
R.B. Mansfield VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
A. L. McKEE TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ A. G. RIGNEY, JR.

/s/ T. OLSON

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. B. Mansfield and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R.B. Mansfield resides in Chicago, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; and they know

the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 26th day of July A.D., Nineteen Hundred and Sixty-three.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC

IN and for the County of Cook in the State of Illinois

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN )
Department of State ) ss.
Received this 30 day of
Aug. A. D. 19 65 at 10
o'clock A M. and recorded in Vol.
47 of R R M
on page 579-580 (519-520)
Secretary of State

RELEASE

OF CERTAIN LAND IN THE CITY OF FORT ATKINSON, COUNTY OF JEFFERSON

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY (FORMERLY CHEMICAL BANK & TRUST COMPANY)

TO

LOU ZEMEL OF FORT ATKINSON, WISCONSIN

DATED AUGUST 7, 1963

- - - - - - - - - - - - -

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

LOU ZEMEL, of Fort Atkinson, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Fort Atkinson, County of Jefferson, and State of Wisconsin,

and described as follows, to wit:

That part of the East Fractional Half (E.Fr. 1/2) of Section Four (4), Township Five (5) North, Range Fourteen (14) East, described as follows, to wit: Beginning at the intersection of a line drawn parallel with and Ninety-Four (94) feet Southeasterly, as measured perpendicularly from the original center line of the original main track of the Chicago and North Western Railway Company, with a line drawn parallel with and Five (5) feet Northeasterly, as measured perpendicularly from the Northerly face of the freight house of said Railway Company, as said Freight house to a point Eight and Five-Tenths (8.5) feet Southeasterly, as measured perpendicularly from said Railway Company Track Number I.C.C. 21; thence Southwesterly parallel with said center line of Track Number I.C.C. 21 to a Northwesterly extension of the Southerly face of said freight house; thence Southeasterly along said Northwesterly extension, the Southerly face of said freight house, and its Southeasterly extension to a point Ninety-Four (94) feet Southeasterly, as measured perpendicularly from said original center line; thence Northeasterly parallel with said original center line to the point of beginning.

Subject to public streets and highways.



This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its VICE PRESIDENTS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 7th day of AUGUST A. D., Nineteen Hundred and Sixty-Three.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By /s/ H. A. BASHAM, JR.
VICE PRESIDENT

ATTEST:

/s/ M. F. BADAMI
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ D. SUITS

/s/ D.F. HARRIS

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that H. A. BASHAM, JR. and M. F. BADAMI to me personally known and known to me to be, respectively, a Vice President and an Assistant Secretary of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that H. A. BASHAM, JR. resides at 261 WEST 11th STREET NEW YORK, N.Y. and that M. F. BADAMI resides at 231 DORCHESTER ROAD, GARDEN CITY SOUTH, N.Y. and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 7th day of AUGUST A.D., Nineteen Hundred and Sixty-Three.

/s/ JOHN L. BERVAR
NOTARY PUBLIC

JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1964

In and for the County of New York in the State of New York.

My Commission as such
Notary Public Expires: Cert. filed with New York County
Term expires March 30, 1964

STATE OF WISCONSIN )
Department of State ) ss.
Received this 30 day of
Aug. A. D. 1965 at 10
o'clock A M. and recorded in Vol.
47 of R R M
on page 581-582 (520-521)
Secretary of State

RELEASE

OF CERTAIN LAND IN THE CITY OF BARNEVELD, COUNTY OF IOWA

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939

BY

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

TO

BARNEVELD COOPERATIVE CO.

DATED NOVEMBER 24, 1964

- - - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the

Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUIT-CLAIM unto

BARNEVELD COOPERATIVE CO., of Barneveld, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Barneveld, County of Iowa, and State of Wisconsin,

and described as follows, to wit:

PARCEL 1:

That part of the Northwest Quarter of Section Ten (10), Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the Southeasterly line of Main Street with the Southeasterly extension of the Northeasterly line of Jones Street; thence Northeasterly along the Southeasterly line of said Main Street, a distance of One Hundred (100) feet; thence Southeasterly along a line parallel with the Southeasterly extension of the Northeasterly line of said Jones Street to a point Eight and Five-Tenths (8.5) feet Northwesterly of, as measured at right angles from the center line of Spur Track I.C.C. Number 11 of the Chicago and North Western Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said Spur Track to the Southeasterly extension of the Northeasterly line of said Jones Street; thence Northwesterly along the Southeasterly extension of the Northeasterly line of said Jones Street to the point of beginning.

PARCEL II:

That part of the Southwest Quarter of Section Three (3) and that part of the Northwest Quarter of Section Ten (10), all in Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the center line of the main track of the Chicago and North Western Railway Company, with the Southeasterly extension of the Northeasterly line of Jones Street; thence Northeasterly along the center line of said main track, a distance of Eight Hundred Eighty-Three (993) feet; thence Northwesterly along a line at right angles to the last described course, a distance of Fifty-Four and Twenty-Seven One-Hundredths (54.27) feet to a point Nine (9) feet Northwesterly of, as measured radially from the center line of Spur Track I.C.C. Number 11 of said Railway Company, as now located and established for the point of beginning of land herein to be described; thence continuing Northwesterly along a line drawn at right angles from the center line of said main track, a distance of Fifty-Five and Seventy-One One-Hundredths (55.71) feet, more or less, to the Southeasterly line of Main Street; thence Southwesterly along the Southeasterly line of said Main Street; thence Southwesterly along the Southeasterly line of said Main Street, a distance of Four Hundred Forty-Three (443) feet; thence Southeasterly along a line at right angles to the last described course, a distance of Fifty-Five (55) feet, more or less, to a point Eigt and Five-Tenths (8.5) feet Northwesterly of, as measured at right angles from the center line of said Spur Track; thence Northeasterly along a line parallel with the center line of the tangent segment of said Spur Track and extension thereof to a point Nine (9) feet Northwesterly of, as measured radially from the center line of the curved segment of said Spur Track; thence continuing Northeasterly along a line parallel with the center line of the curved segment of said Spur Track to the point of beginning.

PARCEL III:

That part of the Southwest Quarter of Section Three (3), Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the center line of the main track of the Chicago and North Western Railway Company, as now located and established, with the Southeasterly extension of the Northeasterly line of Jones Street; thence Northeasterly along the center line of said main track, a distance of Eight Hundred Eighty-Three (883) feet; thence Northwesterly along a line at right angles to the last described course, a distance of Ninety-Nine and Ninety-Eight One-Hundredths (99.98) feet, more or less, to the Southeasterly line of Main Street, thence Northeasterly along the Southeasterly line of said Main Street, a distance of One Hundred (100) feet to the point of beginning of land herein described; thence Southeasterly along a line drawn at right angles to the center line of said main track, a distance of Fifty-Nine and Ninety-Five One-Hundredths (59.95) feet, more or less, to a point Fifty (50) feet Northwesterly of, as measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track, a distance of Two Hundred Forty (240) feet, more or less, to the Southwesterly line of a Sixty (60) foot Street; thence Northwesterly along the Southwesterly line of said Sixty (60) foot Street to the Southeasterly line of said Main Street; thence Southwesterly along the Southeasterly line of said Main Street, a distance of Two Hundred Forty (240) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 24th day of November, A. D., Nineteen Hundred and Sixty-Four;

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

ATTEST:

/s/ A. L. McKEE
TRUST OFFICER

By /s/ K. G. MORTON
VICE PRESIDENT



WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ N. MEHER

/s/ W. MILLER

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that K. G. MORTON and A. L. McKEE, to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in wirting, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that K. G. MORTON resides in Riverside, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th day of November A. D., Nineteen Hundred and Sixty-Four.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois.

(NOTARY SEAL)

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN
Department of State ss.
Received this 31 day of
Aug A. D. 1965 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 583-585 (521-523)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE CITY OF BARNEVLED, COUNTY OF IOWA
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY (FORMERLY CHEMICAL BANK & TRUST COMPANY)
TO
BARNEVELD COOPERATIVE CO.
NOVEMBER 27, 1964 (DATED)

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

BARNEVELD COOPERATIVE CO., of Barneveld, Wisconsin

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as suuplemented and amended, in and to the property situated in the City of Barneveld, County

Iowa, and State of Wisconsin,

and described as follows, to wit:

PARCEL I:

That part of the Northwest Quarter of Section Ten (10), Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the Southeasterly line of Main Street with the Southeasterly extension of the Northeasterly line of Jones Street; thence Northeasterly along the Southeasterly line of said Main Street, a distance of One Hundred (100) feet; thence Southeasterly along a line parallel with the Southeasterly extension of the Northeasterly line of said Jones Street to a point Eight and Five-Tenths (8.5) feet Northwesterly of, as measured at right angles from the center line of Spur Track I.C.C. Number 11 of the Chicago and North Western Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said Spur Track to the Southeasterly extension of the Northeasterly line of said Jones Street; thence Northwesterly along the Southeasterly extension of the Northeasterly line of said Jones Street to the point of beginning.

PARCEL II:

That part of the Southwest Quarter of Section Three (3) and that part of the Northwest Quarter of Section Ten (10), all in Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the center line of the main track of the Chicago and North Western Railway Company, with the Southeasterly extension of the Northeasterly line of Jones Street; thence Northeasterly along the center line of said main track, a distance of Eight Hundred Eighty-Three (883) feet; thence Northwesterly along a line at right angles to the last described course, a distance of Fifty-Four and Twenty-Seven One-Hundredths (54.27) feet to a point Nine (9) feet Northwesterly of, as measured radially from the center line of Spur Track I.C.C. Number 11 of said Railway Company, as now located and established for the point of beginning of land herein to be described; thence continuing Northwesterly along a line drawn at right angles from the center line of said main track, a distance of Fifty-Five and Seventy-One One-Hundredths (55.71) feet more or less to a point Eight and Five-Tenths (8.5) feet Northwesterly of, as measured at right angles from the center line of said Spur Track; thence Northeasterly along a line parallel with the center line of the tangent segment of said Spur Track and extension thereof to a point Nine (9) feet Northwesterly of, as measured radially from the center line of the curved segment of said Spur Track; thence continuing Northeasterly along a line parallel with the center line of the curved segment of said Spur Track to the point of beginning.

PARCEL III:

That part of the Southwest Quarter of Section Three (3), Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the center line of the main track of the Chicago and North Western Railway Company, as now located and established, with the Southeasterly extension of the Northeasterly line of Jones Street; thence Northeasterly along the center line of said main track, a distance of Eight Hundred Eighty-Three (883) feet; thence Northwesterly along a line at right angles to the last described course, a distance of Ninety-Nine and Ninety-Eight One-Hundredths (99.98) feet, more or less, to the Southeasterly line of Main Street; thence Northeasterly along the Southeasterly line of said Main Street, a distance of One Hundred (100) feet to the point of beginning of land herein to be described; thence Southeasterly along a line drawn at right angles to the center line of said main track, a distance of Fifty-Nine and Ninety-Five One-Hundredths (59.95) feet, more or less, to a point Fifty (50) feet Northwesterly of, as measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main track, a distance of Two Hundred Forty (240) feet, more or less, to the Southwesterly line of a Sixty (60) foot Street; thence Northwesterly along the Southwesterly line of said Sixty (60) foot Street to the Southeasterly line of said Main Street; thence Southwesterly along the Southeasterly line of said Main Street, a distance of Two Hundred Forty (240) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 27th day of NOVEMBER A.D., Nineteen Hundred and Sixty-Four.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By /s/ R. G. PINTARD
TRUST OFFICER

(CORPORATE SEAL)

ATTEST:

/s/ H. OPPENHEIM
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ R. BUCHHEIT

/s/ K. GORMLEY



STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEY YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N. J. and that H. OPPENHEIM resides at 347 WARWICK AVENUE, MT. VERNON, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 27th day of NOVEMBER A.D., Nineteen Hundred and Sixty-Four.

/s/ HARRISON J. LAEMMERHIRT
NOTARY PUBLIC
In and for the County of New York in the State of New York.

(NOTARIAL SEAL)

HARRISON J. LAEMMERHIRT
Notary Public, State of New York
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

My Commission as such Notary Public Expires:

STATE OF WISCONSIN )
Department of State ) ss.
Received this 31 day of Aug. A. D. 1965 at 10 o'clock A. M. and recorded in Vol. 42 of RRM on page 586-588 (523-525)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE VILLAGE OF BARNEVELD, COUNTY OF IOWA
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
THANE MYERS
DATED FEBRUARY 1, 1965

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

THANE MYERS

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Barneveld, County of Iowa, and the State of Wisconsin.

and described as follows, to wit:

That part of the North Half of the Northwest Quarter (N 1/4 NW 1/4) of Section Ten (10), Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, being a part of the Station Ground of the Chicago and North Western Railway Company, more particularly bounded and described as follows, to wit: Commencing at the intersection of the West line of the Northwest Quarter (NW 1/4) of Section Ten (10) and a line that is parallel to and Fifty (50) feet Southeasterly, measured at right angles from the center line of said Chicago and North Western Railway Company's main track, as said main track is now located and established; thence Northeasterly, along said parallel line, a distance of Five Hundred Twenty-eight (528) feet to the point of beginning of the land herein to be conveyed; thence Southeasterly, at right angles to the last described line, a distance of Twenty-two (22) feet; thence Northeasterly, at right angles to the last described line, a distance of Two Hundred Twenty-five (225) feet, more or less, to the Southeasterly extension of the Southwesterly line of Jones Street; thence Northwesterly along the Southeasterly extension of the Southwesterly line of said Jones Street, a distance of Forty-nine (49) feet, more or less, to a line that is parallel to and twenty-three (23) feet Southeasterly, measured at right angles, to the center line of said Railway Company's main track, as now located and established; thence Southwesterly, along said parallel line, a distance of Two Hundred Seventy-five (275) feet,more or less, to the intersection of the Northeasterly line of Kenzie Street extended Southeasterly; thence Southeasterly, along the Northeasterly line of said Kenzie Street extended Southeasterly, a distance of Twenty-seven (27) feet, more or less,to said parallel line that is Fifty (50) feet Southeasterly, measured at right angles, to the center line of said main track, as now located and established; thence Northeasterly, along said parallel line, a distance of Fifty (50) feet more or less, to the point of beginning.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended,as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREFO, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this lst day of February A.D., Nineteen Hundred and Sixty-Five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(CORPORATE SEAL)

By /s/ R. R. MANCHESTER
VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ L. EL LEVIN

/s/ R. E. HANSEN

STATE OF WISCONSIN )
Department of State ) ss.
Received this 31 day of
Aug. A. D. 19 65 at 10
o'clock A. M. and recorded in Vol.
47 of RRM
on page 589-590 (525-526)
Secretary of State

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this lst day of February A. D., Nineteen Hundred and Sixty-Five.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC

(NOTARIAL SEAL)

In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967



RELEASE
OF CERTAIN LAND IN THE VILLAGE OF BARNEVELD, COUNTY OF IOWA
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY (FORMERLY CHEMICAL BANK & TRUST COMPANY)
TO
THANE MYERS
DATED FEBRUARY 11, 1965

- - - - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE CONVEY and QUITCLAIM unto

THANE MYERS

all of the right, title and interest and every claim and demend whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Barneveld, County of Iowa, and the State of Wisconsin,

and described as follows, to wit:

That part of the North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section Ten (10), Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, being a part of the Station Grounds of the Chicago and North Western Railway Company, more particularly bounded and described as follows, to wit: Commencing at the intersection of the West line of the Northwest Quarter (NW 1/4) of Section Ten (10) and a line that is parallel to and Fifty (50) feet Southeasterly, measured at right angles from the center line of said Chicago and North Western Railway Company's main track, as said main track is now located and established; thence Northeasterly, along said parallel line, a distance of Five Hundred Twenty-eight (528) feet to the point of beginning of the land herein to be conveyed; thence Southeasterly, at right angles to the last described line, a distance of Twenty-two (22) feet; thence Northeasterly, at right angles to the last described line, a distance of Two Hundred Twenty-five (225) feet, more or less, to the Southeasterly extension of the Southwesterly line of Jones Street; thence Northwesterly along the Southeasterly extension of the Southwesterly line of said Jones Street, a distance of Forty-nine (49) feet, more or less, to a line that is parallel to and Twenty-three (23) feet Southeasterly, measured at right angles, to the center line of said Railway Company's main track as now located and established; thence Southwesterly, along said parallel line, a distance of Two Hundred Seventy-five (275) feet, more or less, to the intersection of the Northeasterly line of Kenzie Street extended Southeasterly; thence Southeasterly, along the Northeasterly line of said Kenzie Street extended Southeasterly, a distance of Twenty-seven (27) feet,more or less, to said parallel line that is Fifty (50) feet Southeasterly, measured at right angles, to the center line of said main track, as now located and established; thence Northeasterly, along said parallel line, a distance of Fifty (50) feet, more or less,to the point of beginning.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has causrd its name to be signed, to this deed of release by one of its TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 11th day of FEBRUARY A. D., Nineteen Hundred and Sixty-Five.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

(CORPORATE SEAL)

By /s/ R. G. PINTARD
TRUST OFFICER

ATTEST:

/s/ H. OPPENHEIM
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ J. J. SMITH

/s/ K. GORMLEY

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, HARRISON J. LAEMMERHIRT a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and H. OPPENHEIM to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in wirting, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N. J. and that H. OPPENHEIM resides at 347 WARWICK AVENUE, MT. VERNON, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said Instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 11th day of February A.D., Nineteen Hundred and Sixty-Five.

/s/ HARRISON J. LAEMMERHIRT
NOTARY PUBLIC

In and for the County of New York in the State of New York.

(NOTARIAL SEAL

HARRISON J. LAEMMERHIRT
Notary Public, State of New York
No. 43-2229675
Qualified in Richmond County
Cert. filed with New York County
Term expires March 30, 1965

My Commission as such
Notary Public Expires:

STATE OF WISCONSIN )
Department of State ) ss.
Received this 31 day of
Aug A. D. 1965 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 591-592 (527-528)
Secretary of State

RELEASE

OF CERTAIN LAND IN THE CITY OF ONALASKA, COUNTY OF LA CROSSE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
THE PURE OIL COMPANY
DATED APRIL 22, 1965

- - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY AND QUITCLAIM unto

THE PURE OIL COMPANY, an Ohio Corporation

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Onalaska, County of La Crosse and State of Wisconsin

and described as follows, to wit:



All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), in Block Nine (9) in Onalaska, La Crosse County, Wisconsin, according to the recorded plat thereof, that lies Southwesterly of a line drawn from a point on the North line of said Lot One (1), distant Fifty-one and One-tenth (51.1) feet East of the Northwest corner of said Lot One (1) to a point on the South line of said Lot Seven (7), distant Seventy-nine and Four-tenths (79.4) feet East of the Southwest corner of said Lot Seven (7).

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 22nd day of April A. D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

By /s/ R. R. MANCHESTER
VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO

/s/ O. J. TENDALL

/s/ N. NEHER

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at Chicago, Illinois, this 22nd day of April A. D., Nineteen Hundred and Sixty-five.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC

In and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN )
Department of State ) ss.
Received this 1 day of
Sept A. D. 1965 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 593-594 (528-529)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE CITY OF ONALASKA, COUNTY OF LA CROSSE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1,1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY (FORMERLY CHEMICAL BANK & TRUST COMPANY)
TO
THE PURE OIL COMPANY
DATED MAY 13, 1965

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical

Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

THE PURE OIL COMPANY, an Ohio corporation

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Onalaska, County of La Crosse and State of Wisconsin

and described as follows, to wit:

All that part of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), in Block Nine (9) in Onalaska, La Crosse County, Wisconsin, according to the recorded plat thereof, that lies Southwesterly of a line drawn from a point on the North line of said Lot One (1), distant Fifty-one and One Hundredths (51.1) feet East of the Northwest corner of said Lot One (1) to a point on the south line of said Lot Seven (7), distant Seventy-nine and Four-tenths (79.4) feet East of the Southwest corner of said Lot Seven (7).

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specificially released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its CORPORATE TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 13th day of MAY A. D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST COMPANY
as trustee as aforesaid,

By /s/ R. G. PINTARD
R.G.PINTARD CORPORATE TRUST OFFICER

ATTEST:

/s/ J. M. DOYLE
J. M. DOYLE ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ P. J. SMITH, JR.

/s/ K. GORMLEY

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides AT 17 TAYLOR ST., DOVER, N.J., and that J. M. DOYLE resides AT 7 STUDYVESANT OVAL, NEW YORK, N. Y. and they severally acknowledged to me that they are, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation; and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New Yor, this 13th day of MAY A. D., Nineteen Hundred and Sixty-five.

/s/ JOHN L. BERVAR
NOTARY PUBLIC
In and for the County of New York in the state of New York.

JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
My Commission as such Notary Public Expires: Term expires March 30, 1966

STATE OF WISCONSIN )
Department of State ) ss.
Received this 1st day of
Sept. A. D. 1965 at 10
o'clock A. M. and recorded in Vol.
47 of RRM
on page 595-596 (529-530)
Secretary of State



RELEASE
OF CERTAIN LAND IN BROOKS ADDITION, CITY OF MADISON, DANE COUNTY
FROM
LIEN AND OPERATION OF
ILLINOIS CENTRAL RAILROAD COMPANY
DEED OF TRUST OR MORTGAGE
BY
MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE
TO
GUARANTY TRUST COMPANY OF NEW YORK
DATED NOVEMBER 1, 1949

- - - - - - - - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, In connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; NOW, THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as trustee, in consideration of One Dollar ($1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said mortgage and the several supplements thereto having been recorded, respectively, as hereinafter set forth:

| DATE | COUNTY | RECORDING OFFICE | BOOK AND PAGE |
|---|---|---|---|
| November 1, 1949 | | Secretary of State | Vol. 41 235-289 |
| June 1, 1952 | | „of Wisconsin„ | Vol. 44 153-172 |
| August 1, 1952 | | " " | Vol. 44 221-233 |
| January 1, 1954 | | " " | Vol. 45 16-27 |
| August 1, 1954 | | " " | Vol. 45 288-299 |
| September 15, 1954 | | " " | Vol. 45 300-311 |

release from the lien and operation of said deed of trust or mortgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL RAILROAD COMPANY such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as it is situated in the County of Dane, State of Wisconsin, and more particularly described as follows:

A triangular parcel of land being a part of Lots 11, 12, 13, 14 and 15, Block 10, Brooks Addition to the City of Madison, Dane County, Wisconsin, situated in the Northeast Quarter of Section 22, Township 7 North, Range 9 East of the Fourth Principal Meridian, more particularly described as follows:

Beginning at the southeast corner of Block 10; thence northerly along the east line of Block 10 a distance of 78.09 feet, more or less, to a point 25 feet southerly of the center line of the Illinois Central Railroad Company's main track, measured at a right angle thereto; thence southwesterly parallel with and 25 feet southerly of said center line of main track, a distance of 229.04 feet, more or less, to a point in the south line of said Block 10; thence easterly along the south line of Block 10 a distance of 217.29 feet, more or less, to the point of beginning, containing an area of 8486 square feet, more or less.

without, however, releasing from the lien and operation of said deed of trust or mortgage, or any supplement thereto, any other property now or hereafter subject thereto.

IN TESTIMONY WHEREOF, said Morgan Guaranty Trust Company of New York, as Trustee as aforesaid, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of this 31st day of August, 1965.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
as Trustee as aforesaid

ATTEST:

/s/ D. G. HOPE
Assistant Secretary

By /s/ P. G. NORRIS
Trust Officer

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, DAVID W. CREE, a notary public in and for the said County and State, hereby certify that P.G. Norris, Trust Officer of the aforesaid Morgan Guaranty Trust Company of New York, who is personally known to me and known to me to be such Trust Officer of said corporation and the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person in said State and County, and being by me duly sworn did say that he was on the date of the execution of the said instrument Trust Officer of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the said instrument as such Trust Officer, signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Trust Officer as his own free and voluntary act as said Trust Officer and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by D. G. Hope as Assistant Secretary of said corporation.

Given under my hand and seallof office in New York, New York County, State of New York, this 31st day of August, 1965.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200 qual. in West. Co.
Cert. filed in New York County
Commission Expires March 30, 1966

/s/ DAVID W. CREE
Notary Public

(NOTARIAL SEAL)

Secretary of State
Received this 31 day of
Sept. A. D. 1965 at 10
o'clock A. M. and recorded in Vol.
47 of RRM (531)
on page 597-598

RELEASE
OF CERTAIN LAND IN THE VILLAGE OF BARNEVELD, IOWA COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS
OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
WILLIAM R. THOUSAND AND MARCENE A.THOUSAND
DATED JUNE 15, 1965

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WILLIAM R. THOUSAND and MARCENE A. THOUSAND, as joint tenants with right of survivorship, of Barneveld, Wisconsin all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Barneveld, County of Iowa, and the State of Wisconsin,

and described as follows, to wit:

PARCEL NO. 1:

That part of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section Ten (10), Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, together with that part of vacated Kenzie Street, bounded and described as follows: Beginning at the point of intersection of the Southeasterly line of Main Street with the Southwesterly line of vacated Kenzie Street; thence Northeasterly along the Southeasterly line of said Main Street, a distance of Three Hundred Thirty-three (333) feet, more or less, to the Southeasterly extension of the Southwesterly line of Jones Street; thence Southeasterly along the extension of the Southwesterly line of said Jones Street, a distance of Fifty-three (53) feet, more or less, to a point Eight and Five-tenths (8.5) feet Northwesterly of, as measured at right angles from the center line of Spur Track I.C.C. Number 11 of the Chicago and North Western Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of the tangent segment of said Spur Track and extension thereof to a point Nine (9) feet Northwesterly of, as measured radially from the center line of the curved segment of said Spur Track; thence Southwesterly along a line parallel with the center line of the curved segment of said Spur Track to a point Fifty (50) feet Northwesterly of, as measured at right angles from the center line of the main track of said Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said main track to the Southwesterly line of said vacated Kenzie Street; thence Northwesterly along the Southwesterly line of said vacated Kenzie Street to the point of beginning.

PARCEL NO. 2:

That part of the Southwest Quarter (SW 1/4) of Section Three (3) and that part of the Northwest Quarter (NW 1/4) of Section Ten (10), all in Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the Northeasterly extension of the Northwesterly line of Orbison Street, Twenty-five (25) feet North of, as measured at right angles from the North line of said Section Ten (10); thence Northeasterly along the extension of the Northwesterly line of said Orbison Street, a distance of One Hundred Five (105) feet, more or less, to the Southwesterly line of a Sixty (60) foot public street, a distance of Seventy-five (75) feet to a point Fifty (50) feet Southeasterly of, as measured at right angles from the center line of the main tract of the Chicago and North Western Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said main track to a point Twenty-five (25) feet South of, as measured at right angles from tne North line of said Section Ten (10) to a point Sixty-five (65) feet Southeasterly of, as measured at right angles from the center line of said main track; thence Northeasterly along a line parallel with the center line of said main tract to a point Twenty-five (25) feet North of, as measured at right angles from the North line of said Section Ten (10); thence East along a line parallel with the North line of said Section Ten (10) to the point of beginning.

Excepting, however, all the coal, oil, gas, casinghead gas and all minerals of every kind and nature, in on or under the surface of the land hereinabove described.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 15th day of June A. D., Nineteen Hundred and Sixty-Five.



THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ K. G. MORTON
K.G. MORTON VICE PRESIDENT

(CORPORATE SEAL)

ATTEST:

/s/ A. L. McKEE
A. L.McKEE TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ THEODORE OLSON

/s/ W. MILLER

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that K. G. MORTON and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing Instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that K. G. MORTON resides in Riverside, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 15th day of June A. D., Nineteen Hundred and Sixty-five.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC
In and for the County of Cook in
the State of Illinois.

(NOTARIAL SEAL)

My Commission as such
Notary Public Expires: November 12, 1967

STATE OF WISCONSIN )
Department of State ) ss.
Received this 5 day of
Oct. A. D. 1965 at 10
o'clock A M. and recorded in Vol.
42 of R R M
on page 588-600 (532-533)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE VILLAGE OF BARNEVELD, IOWA COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY (FORMERLY CHEMICAL BANK & TRUST COMPANY)
TO
WILLIAM R. THOUSAND AND MARCENE A. THOUSAND
DATED JULY 27, 1965

---

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WILLIAM R.THOUSAND and MARCENE A. THOUSAND, as joint tenants with right of survivorship, of Barneveld, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired, in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Barneveld, County of Iowa, and the State of Wisconsin,

and described as follows, to wit:

PARCEL NO. 1:

That part of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section Ten (10), Township Six (6) North, Range Five (5) East of the Fourth Principal Meridian, together with that part of vacated Kenzie Street, bounded and described as follows: Beginning at the point of intersection of the Southeasterly line of Main Street with the Southwesterly line of vacated Kenzie Street; thence Northeasterly along the Southeasterly line of said Main Street, a distance of Three Hundred Thirty-three (333) feet, more or less, to the Southeasterly extension of the Southwesterly line of said Jones Street; thence Southeasterly along the extension of the Southwesterly line of said Jones Street, a distance of Fifty-three (53) feet, more or less, to a point Eight and Five-tenths (8.5) feet Northwesterly of, as measured at right angles from the center line of Spur Track I.C.C. Number 11 of the Chicago and North Western Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of the tangent segment of said Spur Track and extension thereof to a point Nine (9) feet Northwesterly of, as measured radially from the center line of the curved segment of said Spur Track; thence Southwesterly along a line parallel with the center line of the curved segment of said Spur Track to a point Fifty (50) feet Northwesterly of, as measured at right angles from the center line of said main track to the Southwesterly line of said vacated Kenzie Street; thence Northwesterly along the Southwesterly line of said vacated Kenzie Street to the point of beginning.

PARCEL NO. 2:

That part of the Southwest Quarter (SW 1/4) of Section Three (3) and that part of the Northwest quarter (NW 1/4) of Section Ten (10), all in Township Six (6) north, Range Five (5) East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the Northeasterly extension of the Northwesterly line of Orbison Street, Twenty-five (25) feet North of, as measured at right angles from the North line of said Section Ten (10); thence Northeasterly along the extension of the Northwesterly line of said Orbison Street, a distance of One Hundred Five (105) feet, more or less, to the Southwesterly line of a Sixty (60) foot public street; thence Northwesterly along the Southwesterly line of said Sixty (60) foot street, a distance of Seventy-five (75) feet to a point Fifty (50) feet Southeasterly of, as measured at right angles from the center line of the main track of the Chicago and North Western Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said main track to a point Twenty-five (25) feet South of, as measured at right angles from the North line of said Section Ten (10); thence East along a line parallel with the North line of said Section Ten (10) to a point Sixty-five (65) feet Southeasterly of, as measured at right angles from the center line of said main trac; thence Northeasterly along a line parallel with the center line of said main track to a point Twenty-five (25) feet North of, as measured at right angles from the North line of said Section Ten (10); thence East along a line parallel with the North line of said Section Ten (10) to the point of beginning.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in on or under the surface of the land hereinabove described.

This Instrument shall in no manner affect the line of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 27th day of JULY A. D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

/s/ M. F. BADAMI
TRUST OFFICER

(CORPORATE SEAL)

ATTEST:

/s/ J. M. DOYLE
Assistant Secretary

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ J. P. McGINTY

/s/ J. J. FLEMING

STATE OF NEW YORK ) SS
COUNTY OF NEW YORK)

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that M. F. BADAMI and J. M. DOYLE to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that M. F. BADAMI resides at 231 DORCHESTER ROAD, GARDEN CITY SOUTH, N.Y. and that J.M. DOYLE resides at 7 STUYVESANT OVAL, NEW YORK, N.Y. and they severally acknowledged to me that they are, respectively TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said Instrument in behalf of said corporation by authority and order of its Board of Directors an the free and voluntary act and deed of said corporation and as their own free and voluntary act ; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 27th day of JULY A. D., Nineteen Hundred and Sixty-five.

/s/ JOHN L. BERVAR
NOTARY PUBLIC
In and for the County of New York in the State of New York.

(NOTARIAL SEAL)

JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
My Commission as such Notary Public Expires: Term Expires March 30, 1966

STATE OF WISCONSIN
Department of State } ss.
Received this 5 day of
Oct. A. D. 19 65 at 10
o'clock A. M. and recorded in Vol.
47 of R R M
on page 601-602 (537535)
Secretary of State

RELEASE
OF CERTAIN LAND IN LIVINGSTON, COUNTY OF GRANT
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
ROBERT GRABER, BOX 176, LIVINGSTON, WISCONSIN
DATED MAY 18, 1965

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE CONVEY and QUITCLAIM unto ROBERT GRABER. of Box 176, Livingston, Wisconsin, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in Livingston, County of Grant, and the State of Wisconsin,

and described as follows, to wit:

That part of the Two Hundred (200) foot right of way of the former Chicago & Tomah Railroad Company, now the Chicago and North Western Railway Company in the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Five (5) North, Range One (1) West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the North line of the Southeast Quarter (SE 1/4) of said Section with the center line of said former Railroad Company; thence Southeasterly along the center line of said former Railroad Company, a distance of Nine Hundred Ninety-six (996) feet; thence Southwesterly along a line drawn radially from the center line of said former Railroad Company to a point Twenty-five (25) feet Southwesterly of, as measured radially from the center line of the main track of said Railway Company, as now located and established, for the point of beginning of land herein to be described; thence continuing Southwesterly along a line drawn radially from the center line of said former Railroad Company to the Southwesterly line of said Two Hundred (200) foot right of way; thence Southeasterly along the Southwesterly line of said Two Hundred (200) foot right of way, a distance of One Thousand One Hundred (1,100) feet, more or less, to the North line of Woodward Avenue; thence East along the North line of said Woodward Avenue to a poine Nine (9) feet Southwesterly of, as measured radially from the center line of the curved segment of Spur Track I.C.C. No. 1 of said Railway Company, as now located and established; thence Northwesterly along a line parallel with the center line of the curved segment of said Spur Track, a distance of Eighty (80) feet, more or less, to a point Eight and Five-tenths (8.5) feet Southwesterly of, as measured at right angles from the center line of the Southeasterly extension of the tangent segment of said Spur Track; thence Northwesterly along a line parallel with the center line of the tangent segment of said Spur Track and extensions thereof, a distance of Five Hundred Sixty-five (565) feet, more or less, to a point Nine (9) feet Southwesterly of, as measured radially from the center line of the curved segment of said Spur Track; thence Northwesterly along a line parallel with the center line of the curved segment of said Spur Track to a point Twenty-five (25) feet Southwesterly of, as measured radially from the center line of said main track; thence Northwesterly along a line parallel with the center line of said main track to the point of beginning. EXCEPT that part thereof lying within a strip of land Fifty (50) feet in width, Twenty-five (25) feet on each side of a line drawn Southwesterly and radially from the center line of said main track, distant Nine Hundred Sixteen (916) feet Northwesterly of the South line of said Woodward Avenue, as measured along the center line of the main track.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 18th day of MAY A. D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

By R. R. MANCHESTER
R. R. MANCHESTER VICE PRESIDENT

(CORPORATE SEAL)

ATTEST:

/s/ A. L. McKEE
TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ N. NEHER

/s/ R. E. HANSEN

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, G. N. SIMPSON, JR. a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said Instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and dded of said Association, and as their own free and voluntary act; that they know the seal of Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 18th day of MAY A. D., Nineteen Hundred and Sixty-five.

/s/ G. N. SIMPSON, JR.
NOTARY PUBLIC
In and for the County of Cook in
The State of Illinois.

(Notarial Seal)

My Commission as such
Notary Public expires: November 12, 1967

STATE OF WISCONSIN ) ss.
Department of State )
Received this 18 day of
Oct. A. D. 1965 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 603-604 (535-536)
Secretary of State

RELEASE

OF CERTAIN LAND IN LIVINGSTON, COUNTY OF GRANT, WISCONSIN

FROM LIEN OF

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

SECOND MORTGAGE AND DEED OF TRUST AS OF JANUARY 1, 1939

BY

CHEMICAL BANK NEW YORK TRUST COMPANY (FORMERLY CHEMICAL BANK & TRUST COMPANY)

TO

ROBERT GRABER OF BOX 176, LIVINGSTON, WISCONSIN

DATED JUNE 2, 1965

---

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sumoof One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby REMISE,RELEASE,CONVEY and



QUITCLAIM unto ROBERT GRABER of Box 176, Livingston, Wisconsin
all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in Livingston, County of Grant, and the State of Wisconsin,

and described as follows, to wit:

That part of the Two Hundred (200) foot right of way of the former Chicago & Tomah Railroad Company, now the Chicago and North Western Railway Company in the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Five (5) North, Range One (1)West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the North line of the Southeast Quarter (SE 1/4) of said Section with the center line of said former Railroad Company; thence Southeasterly along the center line of said former railroad Company, a distance of Nine Hundred Ninety-six (996) feet; thence Southwesterly along a line drawn radially from the center line of said former Railroad Company to a point Twenty-five (25) feet Southwesterly of, as measured radially from the center line of the main track of said Railway Company, as now located and established, for the point of beginning of land herein to be described; thence continuint Southwesterly along a line drawn radially from the center line of said former Railroad Company to the Southwesterly line of said Two Hundred (200) foot right of way; thence Southeasterly along the Southwesterly line of said Two Hundred (200) foot right of way, a distance of One Thousand One Hundred (1,100) feet, more or less, to the North line of Woodward Avenue; thence East along the North line of said Woodward Avenue to a point Nine (9) feet Southwesterly of, as measured radially from the center line of the curved segment of Spur Track I.C.C.No. 1 of said Railway Company, as now located and established; thence Northwesterly along a line parallel with the center line of the curved segment of said Spur Track, a distance of Eighty (80) feet, more or less, to a point Eight and Five-tenths (8.5) feet Southwesterly of, as measured at right angles from the center line of the Southeasterly extension of the tangent segment of said Spur Track and extensions thereof, a distance of Five Hundred Sixty-five (565) feet, more or less, to a point Nine (9) feet Southwesterly of, as measured radially from the center line of the curved segment of said Spur Track; thence Northwesterly along a line parallel with the center line of the curved segment of said Spur Track to a point Twenty-five (25) feet Southwesterly of, as measured radially from the center line of said main track; thence Northwesterly along a line parallel with the center line of said main track to the point of beginning. EXCEPT that part thereof lying within a strip of land Fifty (50) feet in width, Twenty-five (25) feet on each side of a line drawn Southwesterly and radially from the center line of said main track, distant Nine Hundred Sixteen (916) feet Northwesterly of the South line of said Woodward Avenue, as measured along the center line of the main track.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein,described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Trust officers thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Assistant Secretaries this 2nd day of JUNE A. D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST COMPANY
as Trustee as aforesaid,

(CORPORATE SEAL)

By /s/ R. G. PINTARD
CORPORATE TRUST OFFICER

ATTEST:

/s/ J. M. DOYLE
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ J. P. McGINTY

/s/ P. J. SMITH, JR.

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

STATE OF WISCONSIN ) ss.
Department of State )
Received this 1 day of
Nov. A. D. 1965 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 605-606 536-537
Secretary of State

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing,and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides AT 17 TAYLOR ST., DOVER, N.J. and that J. M. DOYLE resides at 7 STUYVESANT OVAL, NEW YORK, N.Y. and they severally acknowledged to me that they are, respectively, TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 3rd day of JUNE A.D., Nineteen Hundred and Sixty-five

GRANT COUNTY, WIS.
RECEIVED FOR RECORD
at 9:30 A.M. and recorded in
Vol. 404 of Record Page 379
Thursa Hoffman Register

/s/ JOHN L. BERVAR
NOTARY PUBLIC
in and for the County of New York in
the State of New York.

(NOTARY SEAL)

My Commission as such (NOTARY STAMP)
Notary Public Expires: _____

RELEASE
OF LAND IN CITY OF BIRCHWOOD, WASHBURN COUNTY
QUITCLAIM BY
CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY
TO
LAMPERT YARDS, INC., OF ST.PAUL
MINNESOTA
DATED SEPTEMBER 16, 1965

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KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York, (hereinafter referred to as the "trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929 in Volume 27 of Railroad Mortgages, etc. on Pages 369-425, inclusive.

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to

LAMPERT YARDS, INC., of St. Paul, Minnesota all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said mortgage or deed of trust dated May 1 1929, in and to the property situated in the City of Birchwood, County of Washburn, and State of Wisconsin,

and described as follows, to wit:

That part of the Southwest Quarter (SW 1/4) of Section Twenty-Five (25), Township Thirty-Seven (37) North, Range Ten (10) West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the West line of Main Street, Two (2) feet North of the Northeast corner of Block Eleven (11) in Birchwood, Washburn County, Wisconsin; thence West along the North line of land sold to H. L. La Pointe and R. J. Cyr from the Chicago, Saint Paul, Minneapolis and Omaha Railway Company by quit claim deed dated September 7, 1939, to a point Forty-Five (45) feet, Northwesterly, as measured at right angles, from the Northwesterly line of said Block Eleven (11); thence Southwesterly along a line parallel with the Northwesterly line of said Block Eleven (11) to the intersection with the Northerly extension of the West line of said Block Eleven (11); thence South along the extension of the West line of said Block Eleven (11) to the Northwest corner thereof; thence Southwesterly along the Southeasterly boundary line of said Railway Company, Three Hundred Five (305) feet; thence Northwesterly along a line at right angles to the last described course, One Hundred Forty-Nine (149) feet, more or less, to a point Nine (9) feet Southeasterly, as measured radially from the center line of the curved segment of Spur Track I.C.C. No. 83 of said Railway Company, as now located and established; thence Northeasterly along a line parallel with the center line of the curved segment of said Spur Track, to a point Eight and Five-Tenths (8.5) feet Southeasterly, as measured at right angles from the Southwesterly extension of the center line of the tangent segment of said Spur Track; thence Northeasterly along a line parallel with the center line of the tangent segment of said Spur Track, to a line drawn perpendicular to the center line of said Spur Track, distant One Hundred Forty-Five (145) feet Southwesterly of the West line of said Main Street, as measured along the center line of said Spur Track, Eighty-Five (85) feet; thence Northeasterly along a line at right angles, to the last described course, One Hundred Eighty (180) feet, more or less, to the West line of said Main Street; thence South along the West line of said Main Street to the point of beginning.

Excepting, however, all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature in, on or under the surface of the land hereinabove described.

This release is executed upon the written request of Chicago and North Western Railway Company, approved by resolution of its Board of Directors, on behalf of Chicago, Saint Paul, Minneapolis and Omaha Railway Company, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, and an Agreement dated November 7, 1957, between The Hanover Bank (now Manufacturers Hanover Trust Company), Trustee, Chicago and North Western Railway Company and Chicago, Saint Paul, Minneapolis and Omaha Railway Company, said latter Railway Company having sold and conveyed the property so released to LAMPERT YARDS, INC.

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and thatiit is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or fur use in the business of the Railway Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 16 day of September 1965.

MANUFACTURERS HANOVER TRUST COMPANY

(CORPORATE SEAL)

By /s/ D.B. HERTERICH
Its Assistant Vice President

ATTEST:

/s/ W. G. BATTENFELD
Its Assistant Trust Officer



Signed, Sealed and Delivered
in Presence of:

/s/ E. COCKINGS

/s/ F. P. O'BRIEN



STATE OF NEW YORK )
CITY AND ) SS.
COUNTY OF NEW YORK )

I, JACK R. NALICK, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that D. B. HERTERICH and W. G. BATTENFELD, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authorigy given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 16 day of September A. D. Ninetten Hundred and Sixty-Five.

/s/ JACK R. NALICK
JACK R. NALICK
Notary Public, State of New York
No. 24-8095625
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1966.

| | |
|---|---|
| TRACT | ✓ |
| RECORDED | ✓ |
| GRANTOR | ✓ |
| GRANTEE | ✓ |
| COMPARED | ✓ |

My Commission Expires:

(NOTARIAL SEAL)

STATE OF WISCONSIN
Department of State } ss.
Received this 19 day of
Nov. A. D. 1965 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 607-609 (538-539)
Secretary of State

Registers Office)
) ss.
Washburn Co.,Wis)

Received for Record this 29th day of
September A.D. 1965 at 9:25 o'clock
A.M. and recorded in Vol 121 of
Records on Page 214-216
/s/ JACOB L. GULLICKSON Register
By Deputy

Lampert Yards
1565 Selby Avenue
St. Paul, Minn. 55104

Due $2.80

DEED OF PARTIAL RELEASE
OF LAND IN CITY OF MILWAUKEE, COUNTY OF MILWAUKEE
BETWEEN
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
AS TRUSTEE UNDER FIRST MORTGAGE, DATED JANUARY 1, 1944
DATED, NOVEMBER 22, 1965

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(First Mortgage Release No. 391)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called "Trustee"), as Trustee under First Mortgage, dated as of January 1, 1944 between the CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called the "Railroad Company") and said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, which said First Mortgage was, on December 5, 1945, duly recorded in the office of the Secretary of State of the State of Wisconsin, in Book 39 of Railroad Mortgages, at pate 15, et seq., and as Trustee under all Mortgages supplementary thereto.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or hereafter have or claim to have acquired

in, under, through, or by virtue of said First Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Milwaukee, in the County of Milwaukee, State of Wisconsin which is more particularly described in Appendix 1 which is hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said First Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforementioned, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries this 22nd day of November A. D. 1965.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid,

By /s/ RAY F. MYERS
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ E. W. LUEDERS
Assistant Secretary

WITNESSED BY:

/s/ M. A. CLARK  /s/ R. A. MASTERS

In the City of Milwaukee, Milwaukee County, Wisconsin, to-wit:

A parcel of land situated in the revised plat of the Town of Milwaukee on the West side of the River in the Southeast quarter (SE1/4) of Section 29, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and bounded and described as follows: Commencing at the Northwest corner of Block 77, Southeast Quarter (SE1/4), Section 29, Township 7 North, Range 22 East; thence South 0 degrees 45 minutes 20 seconds West along the East line of North 5th Street a distance of 271.46 feet; thence South 89 degrees 39 minutes 20 seconds East a distance of 320.18 feet to the beginning of the property herein called Parcel 1.

Parcel 1 Thence South 89 degrees 39 minutes 20 seconds East along the North line of vacated North 4th Street a distance of 70.00 feet; thence South 0 degrees 45 minutes 26 seconds West along the East line of vacated North 4th Street a distance of 165.41 feet; thence North 89 degrees 43 minutes 25 seconds West along the North line of West Clybourn Street a distance of 70.00 feet; thence North 0 degrees 45 minutes 26 seconds East along the West line of vacated North 4th Street a distance of 165.49 feet to the place of beginning of Parcel 1, consisting of vacated North 4th Street, containing 11,581.50 square feet or 0.27 acres.

ALSO

A parcel of land situated in the revised plat of the Town of Milwaukee on the West side of the River in the Southeast Quarter (SE1/4) of Section 29, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and bounded and described as follows: Commencing at the Northwest corner of Block 77, Southeast Quarter (SE1/4), Section 29, Township 7 North, Range 22 East; thence South 0 degrees 45 minutes 20 seconds West along the East line of North 5th Street a distance of 437.33 feet; thence South 89 degrees 43 minutes 25 seconds East along the North line of West Clybourn Street a distance of 711.69 feet to the point of beginning of the property herein called Parcel 2.

Parcel 2 Thence North 0 degrees 42 minutes 53 seconds East along the West line of vacated North 3rd Street a distance of 190.96 feet; thence South 89 degrees 41 minutes 06 seconds East along the North line of vacared North 3rd Street a distance of 80.00 feet; thence South 0 degrees 42 minutes 53 seconds West along the East line of vacated North 3rd Street a distance of 190.90 feet; thence North 89 degrees 43 minutes 25 seconds West along the North line of West Clybourn Street a distance of 80.00 feet to the place of beginning of Parcel 2, consisting of vacated North 3rd Street, containing 15,274.52 square feet or 0.35 acres.

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

Personally came before me this 22nd day of November, A. D. 1965, RAY F. MYERS, a Vice President, NAD E. W. LUEDERS, an Assistant Secretary of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President ant Assistant Secretary of said national banking association and acknowledged that they executed the foregoing instrument as such officers as the deed of said national banking association, by its authority.

STATE OF WISCONSIN )
Department of State ) ss.
Received this.....day of
.....A. D. 19.....at.....
o'clock.....M. and recorded in Vol.
.....of.....
on page.....
.....
Secretary of State

/s/
Notary Public in and for the
State of Illinois, County of Cook.

My Commission Expires: MARCH 26, 1969



DEED OF PARTIAL RELEASE
OF LAND IN CITY OF MILWAUKEE, COUNTY OF MILWAUKEE
BETWEEN
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND
HARRIS TRUST AND SAVINGS BANK
AS TRUSTEE UNDER GENERAL MORTGAGE, DATED AS OF JANUARY 1, 1944
DATED, NOVEMBER 23, 1965

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(General Mortgage Release No. 391)

DEED OF PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, a corporation duly organized under the laws of the State of Illinois (hereinafter sometimes called "Trustee") as Trustee under General Mortgage, dated as of January 1, 1944, between the CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY, a corporation duly organized under the laws of the State of Wisconsin (hereinafter sometimes called "Railroad Company") and said HARRIS TRUST AND SAVINGS BANK, as Trustee, which said General Mortgage was on December 5, 1945, duly recorded in the Office of the Secretary of State of the State of Wisconsin in Book 39 of Railroad Mortgages at page 85, et seq.

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, DOES HEREBY RELEASE, REMISE, CONVEY and QUITCLAIM unto said Railroad Company, its successors and assigns, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now or hereafter have, or claim to have acquired in, under, through or by virtue of said General Mortgage, and all Mortgages supplementary thereto, in and to that certain property situated at Milwaukee, County of Milwaukee, State of Wisconsin which is more particularly described in Appendix 1 hereto attached and hereby made a part hereof.

This instrument shall in no manner affect the lien of said General Mortgage on the property subject to the lien thereof not hereby specifically released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, has caused its name to be signed to this Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested or countersigned by one of its Assistant Secretaries, this 23rd day of November, A. D. 1965.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid.

By /s/ R. H. LONG
Vice President

ATTEST OR COUNTERSIGNED:

By /s/ J. L. BPRENG
Assistant Secretary

WITNESSED BY:

/s/ WAYNE W. THOMAS

/s/ R. G. MASON

In the City of Milwaukee, Milwaukee County, Wisconsin, to-wit:

A parcel of land situated in the revised plat of the Town of Milwaukee on the West side of the River in the Southeast Quarter (SE1/4) of Section 29, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and bounded and described as follows: Commencing at the Northwest corner of Block 77, Southeast Quarter (SE1/4), Section 29, Township 7 North, Range 22 East; thence South 0 degrees 45 minutes 20 seconds West along the East line of North 5th Street a distance of 271.46 feet; thence South 89 degrees 39 minutes 20 seconds East a distance of 320.18 feet to the beginning of the property herein called Parcel 1.

Parcel 1 Thence South 89 degrees 39 minutes 20 seconds East along the North line of vacated North 4th Street a distance of 70.00 feet; thence South 0 degrees 45 minutes 26 seconds West along the East line of vacated North 4th Street a distance of 165.41 feet; thence North 89 degrees 43 minutes 25 seconds West along the North line of West Clybourn Street a distance of 70.00 feet; thence North 0 degrees 45 minutes 26 seconds East along the West ling of vacated North 4th Street a distance of 165.49 feet to the place of beginning of Parcel 1, consisting of vacated North 4th Street, containing 11,581.50 square feet or 0.27 acres.

ALSO

A parcel of land situated in the revised plat of the Town of Milwaukee on the West side of the River in the Southeast Quarter (SE1/4) of Section 29, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and bounded and described as follows: Commencing at the Northwest corner of Block 77, Southeast Quarter (SE1/4), Section 29, Township 7 North, Range 22 East; thence South 0 degrees 45 minutes 20 seconds West along the East line of North 5th Street a distance of 437.33 feet; thence South 89 degrees 43 minutes 25 seconds East along the North line of West Clybourn Street a distance of 711.69 feet to the point of beginning of the property herein called Parcel 2.

Parcel 2 Thence North 0 degrees 42 minutes 54 seconds East along the West line of vacated North 3rd Street a distance of 190.96 feet; thence South 89 degrees 41 minutes 06 seconds East along the North line of vacated North 3rd Street a distance of 80.00 feet; thence South 0 degrees 42 minutes 53 seconds West along the East line of vacated North 3rd Street a distance of 190.90 feet; thence North 89 degrees 43 minutes 25 seconds West along the North line of West Clybourn Street a distance of 80.00 feet to the place of beginning of Parcel 2, consisting of vacated North 3rd Street, containing 15,274.52 square feet or 0.35 acres.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

Personally came before me this 23rd day of November, A. D., 1965, R. H. LONG a Vice President and J. L. SPRENG an Assistant Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

/s/ JOAN V. WALKER
Notary Public in and for the State of Illinois, County of Cook.

My Commission Expires: SEPTEMBER 16, 1969

STATE OF WISCONSIN, Department of State } ss.
Received this.....day of
.....A. D. 19.....at.....
o'clock.....M. and recorded in Vol.
.....of.....
on page.....
.....
Secretary of State

RELEASE

OF LAND IN THE CITY OF OSSEO, COUNTY OF TREMPEALEAU

FROM LIEN OF

CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

CERTAIN MORTGAGE OR DEED OF TRUST DATED MAY 1, 1929

BY

HANOVER TRUST COMPANY, TRUSTEE

TO

CITIES SERVICE OIL COMPANY

DATED, FEB. 15, 1965

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KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York, (hereinafter referred to as the "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconson in May 13, 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369-425, inclusive.

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to

CITIES SERVICE OIL COMPANY, a Delaware Corporation

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said mortgage or deed of trust dated May 1, 1929, in and to the property situated in the City of Osseo, County and described as follows, to wit:

That part of the Northeast Quarter of the Northeast quarter (NE 1/4 NE 1/4) of Section Nine (9), Township Twenty-Four (24) North, Range Seven (7) West, City of Osseo, Wisconsin, Being further described as follows: Commencing at the point of intersection of the North line of Tenth Street with the center line of the maintrack of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as now located and established, thence North Forty-Five Degrees (45°) East along said center line of said Railway Track, Three Hundred Five and No-Tenths (305.0) feet; thence North Forty-Five Degrees (45°) West, Fifty-Eight and Five-Tenths (58.5) feet to a point Nine (9) feet Northwesterly of, as measured radially from the center line of Spur Track I.C.C. Number 7 of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company, as now located and established, said point also being the point of beginning of this description; thence continuing North Forty-Five Degrees (45°) West, Sixty-Six and Two Tenths (66.2) feet to a point Nine (9) feet Southeasterly of, as measured radially from the center line of Spur Track I.C.C. Number 21 of said Railway Company, as now located and established; thence Southwesterly along a line parallel with the center line of said Spur Track I.C.C. Number 21 which is also a Ten Degree (10°) curve, more or less, concave Southerly, the long chord of which bears South Twenty-Eight Degrees Fifteen Minutes (28° 15') West and is One Hundred Four and Forty-Five One-Hundredths (104.45) feet in length; thence South Forty-Five Degrees (45°) East, Thirty-Four and Sixty-Five One-Hundredths (34.65) feet to a point Nine (9) feet Northwesterly of, as measured radially from the center line of said Spur Track I.C.C. Number 7; thence North Forty-Five Degrees Fifty-Minutes (45° 50') East along a line parallel with the center line of said Spur Track I.C.C. Number 7, a distance of One Hundred and No-Tenths (100.0) feet to the point of beginning.

This release is executed upon the written request of Chicago and North Western Railway Company, approved by resolution of its Board of Directors, on behalf of Chicago, Saint Paul, Minneapolis and



Omaha Railway Company, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, and an Agreement dated November 7, 1957, between The Hanover Bank (now Manufacturers Hanover Trust Company), Trustee, Chicago and North Western Railway Company and Chicago, Saint Paul, Minneapolis and Omaha Railway Company, said latter Railway Company having sold and conveyed the property so released to CITIES SERVICE OIL COMPANY

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Railway Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 15 day of FEBRUARY, 1965.

MANUFACTURERS HANOVER TRUST COMPANY

By /s/ D. B. HERTERICK
Its Assistant Vice President

ATTEST:

/s/ W. G. BATTENFELD
Its Assistant Trust Officer

Signed, Sealed and Delivered
In Presence of

/s/ C.E. WILSON

/s/ E. COCKINGS

STATE OF NEW YORK )
CITY AND ) SS.
COUNTY OF NEW YORK)

I, JACK R. NALICK, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that D. B. HERTERICK and W. G. BATTENFELD, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 15th day of February A. D. Nineteen Hundred and Sixty-Five.

/s/ JACK R. NALICK

JACK R. NALICK
Notary Public, State of New York
No. 24-8095625
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1966

My Commission Expires:

STATE OF WISCONSIN, Department of State } ss.
Received this 6 day of
Dec. A. D. 19 65 at 2
o'clock P.M. and recorded in Vol.
47 of RRM
on page 614-616 (542-543)
.....
Secretary of State

EASEMENT AGREEMENT
BY AND BETWEEN
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
AND
STATE OF WISCONSIN
ACTING BY AND THROUGH
STATE HIGHWAY COMMISSION OF WISCONSIN
DATED DEC. 30, 1965

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EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of December 17, 1965, by and between CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, hereinafter called "Burlington", and the STATE OF WISCONSIN, acting by and through the State Highway Commission of Wisconsin, hereinafter called "State",

WITNESSETH:

WHEREAS, the Burlington is the owner of certain lands or right of way along its Chicago-St. Paul line at or near North LaCrosse, Wisconsin, and

WHEREAS, the State desires the right, privilege and easement to enter upon certain of said lands or right of way for various purposes in connection with the construction of Interstate Highway 90; and

WHEREAS, the Burlington is willing to grant to the State the right, privilege and easement to enter upon said lands or right of way for various purposes, but only upon the following terms and conditions;

NOW, THEREFORE, for and in consideration of the sum of One Thousand Six Hundred Twenty-three and No/100 Dollars ($1,623.00) paid by the State to the Burlington, the parties hereto agree as follows:

1. Burlington hereby grants unto the State the right, privilege and easement to enter upon the premises described on Exhibit "A", attached hereto and made a part hereof, for the purpose of constructing a highway thereon and maintaining and using the same for highway travel purposes as shown outlined in dashed red on the attached plan No. 1111841-D dated Rev. October 4, 1965, and described on Exhibit "A" dated October 4, 1965, also attached hereto and made a part hereof.

2. The State agrees, by the acceptance of this agreement, that it will, at its own cost and expense, furnish all labor and materials and perform all work in connection with the construction of the highway and appurtenances.

It is further agreed that all work performed by the State, its contractors or subcontractors, upon the premises of the Burlington, shall be done in such manner as not to interfere with or endanger the facilities or operations of the Burlington. The State shall require its contractors and subcontractors performing work on the premises of the Burlington to obtain the approval of the Chief Engineer of Burlington, or his authorized representative, with respect to all operations, procedures or methods of construction, before any work is begun, and to protect or arrange for protection of the wire lines and other facilities of the Burlington, including flagmen or watchmen protection, as may be required by Burlington's Chief Engineer or his authorized representative.

3. It is agreed that the Burlington assumes no responsibility or liability for any injury to or death of a person, or loss of or damage to the property, of any person or persons whomsoever, including the parties hereto and their employees, in any manner arising from or growing out of the entry upon, occupation or use of the premises of the Burlington for the purposes aforesaid, or out of the location, construction, reconstruction, maintenance, existence, use or operation of the aforesaid facilities upon said premises. The State also agrees to require its contractor or contractors constructing any facilities to carry public liability and property damage insurance with limits of $100,000/$300,000 for personal injury and $200,000/$500,000 for property damage covering the work to be performed upon premises of the Burlington.

4. The Burlington does not warrant its title to the aforesaid premises nor undertake to defend the State in the peaceable possession, use or enjoyment thereof. In the event any of the said facilities are abandoned or cease to be used, the rights, privileges and easements hereby conveyed with respect to such facility or facilities shall immediately terminate.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, as of the day and year first above written.

ATTEST:

/s/ L. N. ASSELL
Secretary

WITNESS:

/s/ D.J. SILAGI

/s/ E. RIEBON

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By /s/ ELDON MARTIN
Vice President

STATE HIGHWAY COMMISSION OF WISCONSIN

By /s/ V.L. FIELDER

Title Secretary DEC 30 1965

WITNESS:

/s/ MARY HALVERSON

/s/ MARLENE BENSON



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

Personally came before me this 17 day of December A. D. 1965, Eldon Martin, Vice President, and L. N. Assell, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

R. W. SMITH
Notary Public, Cook County, Ill.
My Commission Expires March 31, 1969: /s/ R. W.SMITH
Notary Public

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE )

Personally came before me this 30th day of December, A. D. 1965, V. L. FEIDLER, Secretary _____, and _____, _____ of the above-named State, to me known to be the person who executed the foregoing instrument and to me known to be such Secretary and _____ of said State, and acknowledged that he executed the foregoing instrument as such officer as the deed of said State by its authority.

/s/ LUCILLE SCHMELZER
Notary Public

Drafted By: CB&Q RR. Co.
547 W. Jackson Blvd.
Chicago, Ill.

APPROVED
As To Form
/s/ R. J. SCHREIBE
LAW DEPT.
As To Property Interests
~~/s/ I.G. Key~~
LAND DEPT.
As to Description
/s/ B. LANSBANFEL
ENGINEERING DEPT
As to Audit
~~/s/ W. N. ENGEN~~
AUDITING DEPT.

October 4, 1965

EXHIBIT "A"

A parcel of land in Township Sixteen (16) North, Range Seven (7) West of the 4th Principal Meridian, Section Seventeen (17) in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) and Section Sixteen (16) in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) and the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) thereof, described as follows:

Commencing on the East line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section Sixteen (16) at a point located Six Hundred Eighty-three and Seven Tenths (683.7) feet North of the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) thereof, thence along a reference line bearing South Sixty-four degrees Fifty-six minutes West (S 64° 56' W), One Thousand Three Hundred Forty-seven and Four Tenths (1347.4) feet, thence along a reference line bearing North 0 degrees Ten minutes West (N 0o 10' W), One Hundred Fifty-five and Eight Tenths (155.8) feet to the point of a curve concave to the West and having a radius of One Thousand Nine Hundred Nine and Eighty-six Hundredths (1909.86) feet; thence Northerly along said curve One Hundred Fifty-eight and Thirty-three Hundredths (158.33) feet, thence North Four degrees Fifty-five minutes West (N 4° 55' W), Three Hundred Sixty-seven and Thirteen Hundredths (367.13) feet to the point of a curve concave to the East and having a radius of One Thousand Nine Hundred Nine and Eighty-six Hundredths (1909.86) feet, thence Northerly along said curve One Hundred Eighteen and Eighty-nine Hundredths (118.89) feet; thence along a reference line bearing North One degree Fifty-five Minutes West (N 1° 55' W), Three Hundred Ninety-seven and Nine Tenths (397.9) feet to the point of beginning on the North line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW 1/4) of Section Sixteen (16);

thence South One degree Fifty-five minutes East (S 1° 55' E), One Hundred Ninety-eight and Six Tenths (198.6) feet (this portion of the parcel being a uniform One Hundred Twenty (120) feet in width, Fifty (50) feet lying to the East and Seventy (70) feet lying to the West of the above described section of the reference line); thence continuing South One degree Fifty-five minutes East (1° 55' E), One Hundred (100) feet (this portion of the parcel consists of all that land of the Chicago, Burlington & Quincy Railroad Company lying East of a line located Seventy (70) feet West of the above described reference line and West of a straight line connecting two points located Fifty (50) feet East of at the North end, and One Hundred Seventy (170) feet East of at the South end of said reference line); thence continuing South One degree Fifty-five Minutes East (S 1° 55' E), Ninety-nine and Three Tenths (99.3) feet to the point of a curve concave to the East and having a radius of One Thousand Nine Hundred Nine and Eighty-six Hundredths (1909.86) feet; thence Southerly along said curve and reference line One Hundred Eighteen and Eighty-nine Hundredths (118.89) feet; thence Southerly along a reference line bearing South Four degrees Fifty-five minutes East (S 4° 55' E), Three Hundred Sixty-seven and Thirteen Hundredths (367.13) feet to the point of a curve concave to the West and having a radius of One Thousand Nine Hundred Nine and Eighty-six Hundredths (1909.86) feet;

thence Southerly along said curve and reference line One Hundred Fifty-eight and Thirty-three Hundredths (158.33) feet; thence South 0 degrees Ten minutes East (S 0° 10' E), Two Hundred Sixty-four and Fifty-eight Hundredths (264.58) feet (this portion of the parcel consists of all that land lying West of the East corporate limits of the City of LaCrosse as of August 1, 1963, and East of line located Seventy (70) feet West of and parallel to the above described reference line); thence continuing South 0 degrees Ten minutes East (S 0° 10' E), 61.79 feet to the point of a curve concave to the East and having a radius of One Thousand Nine Hundred Nine and Eighty-six Hundredths (1909.86) feet; thence

Southerly along said curve and reference line Two Hundred Twenty-two and Ninety-four Hundredths (222.94) feet (this portion of the parcel consists of all that land lying West of said East corporate limits of the City of LaCrosse and West of a straight line connecting two points located Seventy (70) feet West of at the North end and Ninety (90) feet West of at the South end of the above described reference line); thence Southerly along a reference line bearing South Three degrees Ten minutes East (S 3° 10' E) Three Hundred Fifty-eight and Fifteen Hundredths (358.15) feet to the point of a curve concave to the West and having a radius of One Thousand Nine Hundred Nine and Eighty-six Hundredths (1909.86) feet (this portion of the parcel consists of all that land lying West of the East corporate limits of the City of LaCrosse and East of a line located Ninety (90) feet West of and parallel to the above described reference line);

thence continuing Southerly along said curve Two Hundred Eighty-three and Thirty-three Hundredths (283.33) feet; thence Southerly along a reference line bearing South 0 degrees Ten minutes East (S 0° 10' E), Three Hundred Eighty eight and Seven Hundredths (388.07) feet (this portion of the parcel consists of all that land lying West of the East corporate limits of the City of LaCrosse and East of a straight line connecting two points located Ninety (90) feet West of the North end and Thirty-three (33) feet West of at the South end of said reference line).

Said parcel contains 6.4 acres, more or less, of which 1.09 acres is now used for highway purposes.

STATE OF WISCONSIN )
Department of State ) ss.
Received this 7 day of
Jan A. D. 1966 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 617-621 (544-546)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE VILLAGE OF MT. HOREB, COUNTY OF DANE, WISCONSIN
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
SOCONY MOBIL OIL COMPANY, INC.
DATED NOVEMBER 30, 1965

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

SOCONY MOBIL OIL COMPANY, INC., a New York corporation,

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended,in and to the property situated in the Village of Mt. Horeb, County of Dane, and the State of Wisconsin,

and described as follows, to wit:

That part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Eleven (11), Township Six (6) North, Range Six (6) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at the point of intersection of the West line of First Street in the Village of Mt. Horbb, Wisconsin, with the center line of the main track of the Chicago and North Western Railway Company, as the same is now located and established across said Section Eleven (11); thence South Eighty-six Degrees Seventeen Minutes (86° 17') West, along siad main tract center line, a distance of Two Hundred Ninety-five (295) feet; thence South Three Degrees Forty-three Minutes (3° 43') East, a distance of Twenty-five (25) feet for the point of beginning of the land herein described, said point being also the Northwesterly corner of that certain parcel designated as Parcel "A", conveyed by said Railway Company to Mount Horeb Farmers Cooperative by a Quit Claim Deed dated October 10, 1962; thence continuing South Three Degrees Forty-three Minutes (3° 43') East,along the West line of said Parcel "A" above, a distance of One Hundred (100.00) feet to the Southerly property line of the Chicago and North Western Railway Company; thence South Eighty-six Degrees Seventeen Minutes (86° 17') West, along said property line, a distance of One Hundred One and Fifty One-hundredths (101.50) feet, to a line drawn at right angles to the aforesaid main track center line at the point of curve in said track; thence Southwesterly parallel with said main track center line, along a curved line, concave to the South, tangent to the last described course, and having a radius of Two Thousand Seven Hundred Thirty-nine and Ninety-three One hundredths (2,739.93) feet, the long chord of which bears South Eighty-five Degrees Fifty-six Minutes Thirty-five Seconds (85° 56' 35") West, a distance of Thirty-two and Fifty-four One hundredths (32.54) feet, to the Southeasterly corner of that certain parcel of land described in Volume 765 of Deeds at Page 368, Dane County Records; thence North Four Degrees Twenty-three Minutes Fifty Seconds (4° 23' 50") West, along the Easterly line of said parcel, and the same extended, a



distance of One Hundred Three (103.00) feet to a point distant Twenty-two (22.00) feet Southeasterly, measured radially, from said main track center line; thence Northeasterly parallel with said main track center line, along a curved line concave to the South, having a radius of Two Thousand Eight Hundred Forty-two and Ninety-three One-hundredths (2,842.93) feet and a long chord which bears North Eighty-five Degrees Fifty-six Minutes Thirty-five Seconds (85° 56' 35") East, a distance of Thirty-three and Seventy-seven One-hundredths (33.77) feet; thence North Eighty-six Degrees Seventeen Minutes (86° 17') East, tangent to the last described curve, a distance of One Hundred One and Fifty-One-hundredths (101.50) feet, to an intersection with the above described line bearing South Three Degrees Forty-three Minutes (3° 43') East, and passing through the point of beginning; thence South Three Degrees Forty-three Minutes (3° 43') East, a distance of Three (3.00) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 30th day of November A. D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By /s/ R. R. MANCHESTER
VICE PRESIDENT

ATTEST:

/s/ A. E. GRINTON
TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ A. G. SEXTON

/s/ R. J. KENNEY, JR.

STATE OF ILLINOIS )
) SS
COUNTY OF COOK

I, NORMAN NEHER, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R.R. MANCHESTER nad A. E. GRINTON to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. R. MANCHESTER resides in Wilmette Illinois and that A. E. Grinton resides in Chicago, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the purposes and uses therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 30th day of November A. D., Nineteen Hundred and Sixty-five.

/s/ NORMAN NEHER
NOTARY PUBLIC
In and for the County of Cook in
the State of Illinois.

My Commission as such
Notary Public Expires: DECEMBER 16, 1966

STATE OF WISCONSIN )
Department of State ) ss.
Received this 9 day of
Feb. A. D. 1966 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 622-623 (546-547)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE VILLAGE OF MT. HOREB, COUNTY OF DANE, WISCONSIN
FROM LIEN OF
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY (FORMERLY CHEMICAL BANK & TRUST COMPANY)
TO
SOCONY MOBIL OIL COMPANY, INC.
DATED DECEMBER 8, 1965

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KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944 in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

SOCONY MOBIL OIL COMPANY, INC., a New York corporation,

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Village of Mt. Horeb, County of Dane, and the State of Wisconsin,

and described as follows, to wit:

That part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Eleven (11) Township Six (6) North, Range Six (6) East of the Fourth Principal Meridian, bounded and described as follows, to wit: Commencing at the point of intersection of the West line of First Street in the Village of Mt. Horeb, Wisconsin, with the center line of the main track of the Chicago and North Western Railway Company, as the same is now located and established across said Section (11); thence South Eighty-six Degrees Seventeen Minutes (86° 17') West, along said main track center line, a distance of Two Hundred Ninety-five (295) feet; thence South Three Degrees Forty-three Minutes (3° 43') East, a distance of Twenty-five (25) feet for the point of beginning of the land herein described, said point being also the Northwesterly corner of that certain parcel designated as Parcel "A", conveyed by said Railway Company to Mount Horeb Farmers Cooperative by a Quit Claim Deed dated October 10, 1962; thence continuing South Three Degrees Forty-three Minutes (3° 43') East, along the West line of said Parcel "A" above, a distance of One Hundred (100.00) feet to the Southerly property line of the Chicago and North Western Railway Company; thence South Eighty-six Degrees Seventeen Minutes (86° 17') West, along said property line, a distance of One Hundred One and Fifty One-hundredths (101.50) feet, to a line drawn at right angles to the aforesaid main track center line at the point of curve in said track; thence Southwesterly parallel with said main track center line, along a curved line, concave to the South, tangent to the last described course, and having a radius of Two Thousand Seven Hundred Thirty-nine and Ninety-three One-hundredths (2,739.93) feet, the long chord of which bears South Eighty-five Degrees Fifty-six Minutes Thirty-five Seconds (85° 56' 35") West, a distance of Thirty-two and Fifty-four One-hundredths (32.54) feet, to the Southeasterly corner of that certain parcel of land described in Volume 765 of Deeds at Page 368, Dane County Records; thence North Four Degrees Twenty-three Minutes Fifty Seconds (4° 23' 50") West, along the Easterly line of said parcel, and the same extended, a distance of One Hundred Three (103.00) feet to a point distant Twenty-two (22.00) feet Southeasterly, measured radially, from said main track center line; thence Northeasterly parallel with said main track center line, along a curved line concave to the South, having a radius of Two Thousand Eight Hundred Forty-two and Ninety-three One-hundredths (2,842.93) feet and a long chord which bears North Eighty-five Degrees Fifty-six Minutes Thirty-five Seconds (85° 56' 35") East, a distance of Thirty-three and Seventy-seven One Hundredths (33.77) feet; thence North Eighty-six Degrees Seventeen Minutes (86° 17') East, tangent to the last described curve, a distance of One Hundred One and Fifty One-hundredths (101.50) feet; to an intersection with the above described line bearing South Three Degrees Forty-three Minutes (3° 43') East, and passing through the point of beginning; thence South Three Degrees Forty-three Minutes (3° 43') East, a distance of Three (3.0) feet, more or less, to the point of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its CORPORATE TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 8th day of DECEMBER A.D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST COMPANY
as Trustee as aforesaid,

By /s/ R. G. PINTARD
CORPORATE TRUST OFFICER

ATTEST:

/s/ J. M. DOYLE
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ J. D. WARD  /s/ R. BUCHHEIT



STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing; and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides AT 17 TAYLOR ST., DOVER, N. J. and that J. M. DOYLE resides AT 7 STUYVESANT OVAL, NEW YORK, N. Y. and they severally acknowledged to me that they are, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 8th day of DECEMBER A. D., Nineteen Hundred and Sixty-five.

STATE OF WISCONSIN )
Department of State ) ss.
Received for record this 9 day of
Feb. A. D. 1966 at 10
o'clock A. M. and recorded in Vol.
47 of R R M
on page 624-625 (548-549)
Secretary of State

/s/ JOHN L. BERVAR
NOTARY PUBLIC

In and for the County of New York in the State of New York.

JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1966

My Commission as such Notary Public Expires

PARTIAL RELEASE OF
FIRST AND REFUNDING MORTGAGE OF
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

LaCrosse County, Wisconsin
James A. Thompson

KNOW ALL MEN BY THESE PRESENTS: That First National City Bank (successor by merger to The First National Bank of the City of New York), a national banking association, incorporated and existing under the laws of the United States of America, and Jacob M. Ford, II, (by succession to Frazier L. Ford) Trustees, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby remise, release, and quitclaim unto the Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, all right, title, interest, claim or demand whatsoever said First National City Bank and Jacob M. Ford, II, Trustees, may have acquired in, through, or by a certain Trust Mortgage bearing date of the first day of February, 1921, and recorded in the office of the Secretary of State of the State of Wisconsin in Volume 22 of Railroad Mortgages, Page 127

as supplemented by Supplemental Indenture, dated August 1, 1944, unrecorded, Supplemental Indenture and Second Supplemental Indenture, both dated August 1, 1945, Third Supplemental Indenture dated February 1, 1950, and a Supplemental Indenture dated February 1, 1958, all recorded in the office of the Secretary of State of the State of Wisconsin in Volume 39 of Railroad Mortgages, Pages 173 and 189, Volume 43 of Railroad Mortgages, Page 340, and Volume 46 of Railroad Mortgages, Page 423-429, respectively.

to the following described property in LaCrosse County, State of Wisconsin, to-wit:

Lot 22 of Block 23 of the Subdivision of Blocks 15, 16, 23 and 24 of Northern Addition to North LaCrosse, LaCrosse County, Wisconsin.

This release is made and accepted without covenants or warranties, expressed or implied, in law or in equity, and without recourse to the grantors in any event or in any contingency.

It is understood that the lien of said Trust Mortgage is not in any degree or to any extent impaired or affected hereby upon any property covered by said mortgage other than that specifically herein described.

IN WITNESS WHEREOF, First National City Bank has caused these presents to be signed with its corporate name by a TRUST OFFICER and its corporate seal to be hereon impressed and attested by an Assistant Cashier and the said Jacob M. Ford, II, Trustee, has duly executed same, as of the 24th day of January 1966.

(SEAL)

ATTEST:

/s/ E. KRAMMER
ASSISTANT CASHIER

FIRST NATIONAL CITY BANK,
as Trustee, as aforesaid,

By /s/ A. HALL

WITNESS TO SIGNATURES:

/s/ J.E. PORTER

/s/ H. J. ENNIS

WITNESSES TO SIGNATURE:

/s/ MACON DUDLEY

/s/ ROGER A. HEGARTY

/s/ JACOB M. FORD, II
Individual Trustee

STATE OF NEW YORK )
) SS.
COUNTY OF NEW YORK)

Be it remembered, that on this 24th day of January A. D. 1966, before me, a Notary Public in and for said County and State, personally appeared A. HALL, TRUST OFFICER of First National City Bank, a national banking association, incorporated and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as TRUST OFFICER, who, being by me duly sworn, says that he is TRUST OFFICER of First National City Bank, Trustee, and that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that it was affixed by authority of its Board of Directors; that said instrument was signed and sealed by him in behalf of said corporation as TRUST OFFICER of said corporation; and that the said A. HALL acknowledged said instrument, and that it was the voluntary act and deed of First National City Bank, Trustee, and that he, as TRUST OFFICER, signed, sealed and delivered said instrument as the free and voluntary act and deed of First National City Bank, Trustee, and as his own free and voluntary act and deed as TRUST OFFICER, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of January A.D., 1966.

/s/ JOHN L. GRIMMELBEIN
Notary Public in and for said
County and State

(NOTARIAL SEAL

JOHN L. GRIMMELBEIN
Notary Public, State of New York
No. 30-6675350
Qualified in Nassau County
Cert. Filed in N.Y. County
Term expires March 30, 1966

My Commission expires

RECORDED
FEB 7 1966
AT 9:00 A. M.
EVERETTE B. RUNGE
REGISTER OF DEEDS

STATE OF MISSOURI )
) SS
COUNTY OF BUCHANAN )

I, Lois McKinley, Notary Public in and for the said County, in the State aforesaid, do hereby certify that Jacob M. Ford, II, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of January.

/s/ LOIS McKINLEY
NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission expires August 2, 1969.

STATE OF WISCONSIN )
Department of State ) ss.
Received this 14 day of
Feb A. D. 19 66 at 10
o'clock A M. and recorded in Vol.
47 of RRM
on page 626-628 (549-550)
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY OF APPLETON, COUNTY OF OUTAGAMIE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
MIDWAY REALTY CO.
DATED FEBRUARY 8,1966

---

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, A National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

MIDWAY REALTY CO.

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in,under, througy, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Appleton, County of Outagamie, and State of Wisconsin,

and described as follows, to wit:

That part of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East of the Fourth Principal Meridian, and all that part of Lots One (1) and Two (2) in Block Forty-Seven (47), Second Ward Plat, City of Appleton, Wisconsin, according to the recorded Assessor's Map of said City, bounded and described as follows: Beginning at the point of intersection of the North line of Franklin Street (formerly Fisk Street) and the West line of Superior Street; thence Northerly along the West line of said Superior Street, a distance of Eighty-Five (85) feet; thence Westerly along a line parallel with the North line of said Franklin Street, a distance of Two Hundred Forty (240) feet, more or less, to a point distant Twenty-Five (25) feet Southeasterly of, as measured at right angles from, the center line of the Chicago and North Western Railway Company main track, as now located and established; thence Southwesterly along a line parallel with the center line of said main track, to a point on the North line of said Franklin Street; thence Easterly along the North line of said Franklin Street, a distance of Three Hundred Seventy (370) feet, more or less, to the point of beginning.

EXCEPT that portion of the above described parcel of land to be conveyed that lies within a line drawn parallel with and Nine (9) feet Southeasterly of, as measured radially from, the center line of said Railway Company Spur Track I.C.C. Number 688, as now located and established.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 8th day of February A. D., Nineteen Hundred and Sixty-Six.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

/s/ A. J. HURT
VICE PRESIDENT

ATTEST:

/s/ A. L. McKEE
TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ A. G. SEXTON

/s/ R. J. KENNEY, JR.

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, NORMAN NEHER a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that A. J. HURT and A. L. McKEE to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that A. J. HURT resides in Berwyn, Ill. and that A. L. McKEE resides in Park Ridge, Ill. and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said instrument in behalf of said Association by authority and order of its Board of Directors as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the purposes and uses therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th day of February A. D., Nineteen Hundred and Sixty-six.

/s/ NORMAN NEHER
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois

My Commission as such
Notary Public Expires: DECEMBER 18, 1968

STATE OF WISCONSIN )
Department of State ) ss.
Received this 28 day of
Feb. A. D. 19 66 at 10
o'clock A M. and recorded in Vol.
47 of R R M
on page 629-630 (551-552)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE CITY OF APPLETON, COUNTY OF OUTAGAMIE
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST, DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
MIDWAY REALTY CO.
DATED, FEBRUARY 14, 1966

---

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York, (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the Office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 75, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY And QUITCLAIM unto

MIDWAY REALTY CO.

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Appleton, County of Outagamie, and State of Wisconsin,

and described as follows, to wit:

That part of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twenty-Six (26), Township Twenty-One (21) North, Range Seventeen (17) East of the Fourth Principal Meridian, and all that part of Lots One (1) and Two (2) in Block Forty-Seven (47), Second Ward Plat, City of Appleton Wisconsin, according to the recorded Assessor's Map of said City, bounded and described as follows: Beginning at the point of intersection of the North line of Franklin Street (formerly Fisk Street) and the West line of Superior Street; thence Northerly along the West line of said Superior Street, a distance of Eighty-Five (85) feet; thence Westerly along a line parallel with the North line of said Franklin Street, a distance of Two Hundred Forty (240) feet, more or less, to a point distant Twenty-Five (25) feet Southeasterly of, as measured at right angles from, the center line of the Chicago and North Western Railway Company main track, as now located and established; thence Southwesterly along a line parallel with the center line of said main track, to a point onthe North line of said Franklin Street; thence Easterly along the North line of said Franklin Street; a distance of Three Hundred Seventy (370) feet, more or less, to the point of beginning.

EXCEPT that portion of the above described parcel of land to be conveyed that lies within a line drawn parallel with and Nine (9( feet Southeasterly of, as measured radially from, the center line of said Railway Company Spur Track I.C.C. Number 688, as now located and established.

ATTEST:

/s/ J. M.DOYLE
ASSISTANT SECRETARY

WITENSS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ J. D. WARD

/s/ J. READ SMITH, JR.



This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its CORPORATE TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 14th day of FEBRUARY A. D., Nineteen Hundred and Sixty-Six.

CHEMICAL BANK NEW YORK TRUST COMPANY
As trustee as aforesaid,

By /s/ R. G. PINTARD
CORPORATE TRUST OFFICER

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing; and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides AT 17 TAYLOR ST., DOVER, N. J. and that J. M. DOYLE resides AT 7 STUYVESANT OVAL, NEW YORK, N. Y. and they severally acknowledged to me that they are, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 14th day of FEBRUARY A. D., Nineteen Hundred and Sixty-Six.

/s/ JOHN L. BERVAR
NOTARY PUBLIC
In and for the County of New York
in the State of New York

JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1966

My Commission as such
Notary Public Expires:

STATE OF WISCONSIN )
Department of State ) ss.
Received this 28 day of
Feb. A. D. 19 66 at 10
o'clock A M. and recorded in Vol.
47 of R R M
on page 631-632 (552-553)
Secretary of State

EASEMENT FOR STREET OR HIGHWAY PURPOSES
COVERING CERTAIN LAND IN THE COUNTY OF WASHBURN
BY
CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY
TO
STATE OF WISCONSIN
DATED, FEBRUARY 8,1966

---

DEED NO. 72652

That the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, a Wisconsin corporation, Grantor, in consideration of the sum of TWO HUNDRED FORTH and NO/100 DOLLARS ($240.00), the receipt whereof is hereby acknowledged, conveys and quitclaims to STATE OF WISCONSIN Grantee, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over and upon the following described land, situated in the County of Washburn, and the State of Wisconsin, to wit:

LOCATION NO. 1

All that part of a strip or parcel of land in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section Thirty-Two (32), Township Forty (40) North, Range Eleven (11) West, described as follows: Commencing at a point on the West line of Section Thirty-Two (32), Township Forty (40) North, Range Eleven (11) West, One Thousand Two Hundred Ninety-Six and Three-Tenths (1,296.3) feet South of the Northwest corner of said Section Thirty-Two (32); thence South Eighty-Nine Degrees Forty-Eight Minutes (89° 48') East, Eight Hundred Thirty-Three and Seven-Tenths (833.7) feet to a point on the South line of said Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4), the place of beginning; thence continuing South Eighty-Nine Degrees Forty-Eight Minutes (89° 48') East, on said South line of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4), Forty-Two and Nine-Tenths (42.9) feet; thence North Sixty-Two Degrees Twenty-Seven Minutes (62° 27') East, along a line parallel with and distant Eighty (80) feet Northwesterly of, as measured at right angles from, the center line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company main track, as now located and established, Two Hundred Eight and Two-Tenths (208.2) feet; thence South Eighty-Five Degrees Forty-Eight Minutes (85° 48') East, Fifty-Seven (57) feet; thence North Sixty-Two Degrees Twenty-Seven Minutes (62° 27') East, along a line parallel with and distant Fifty (50) feet Northwesterly of, as measured at right angles from, the center line of the said main track, to the East line of said Northeast Quarter of the Northwest

Quarter (NE 1/4 NW 1/4); thence North along said East line, Fifty-Five and Nine-Tenths (55.9) feet; thence South Sixty-Two Degrees Twenty-Seven Minutes (62° 27') West, to the place of beginning.

LOCATION NO. 2

All that part of a strip or parcel of land in the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Fourteen (14) Three Hundred Thirty-Two and Five-Tenths (332.5) feet West of the South Quarter corner of said Section Fourteen (14), the place of beginning; thence West along said South line of Section Fourteen (14), One Hundred Thirty-One and Nine-Tenths (131.9) feet; thence North Forty-One Degrees Forty-One Minutes (41° 41') East, to the North line of said Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4); thence East along said North line, One Hundred Thirty-One and Nine-Tenths (131.9) feet; thence South Forty-One Degrees Forty-One Minutes (41° 41') West, along a line parallel with and distant Fifty (50) feet Northwesterly of, as measured at right angles from, the center line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company main track, as now located and established, to the place of beginning. SUBJECT to any and all public utilities now located on the above described premises.

Reserving, however, unto said Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described; and further, the right and privilege to use said land for any and all purposes, not inconsistant with the use thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving or other things necessary or expedient for the full improvement, mainteannce, or use of said described land,or any part thereof, as a street or highway, as a part of the immediate improvement and, if any special tax or assessemnt shall be levied or assessed aginst the property of the Grantor for all or any of the purposes aforesaid, the Grantee, by its acceptance hereof, hereby assumes and agrees to pay the same.

IN WITNESS WHEREOF, the said CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY has caused its corporate seal to be affixed, and this instrument to be signed by its Vice President and attested by its Secretary this Eighth day of February A. D., 1966.

CHICAGO, SAINT PAUL, MINNEAPOLIS
AND OMAHA RAILWAY COMPANY

By /s/ I. ROBERT BALLIN
Vice President

ATTEST /s/ T. A. ROSS
Secretary

APPROVED /s/ L. J. POSTMUS
Chief Closing Officer

Signed, Sealed and Delivered
in Presence of:

/s/ V. J. LUISI

/s/ R. C. WILSON

Project T011-2(27

Parcel No. 20

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

On this Eighth day of February A. D., 1966, before me, a Notary Public, in and for said County, personally appeared I. ROBERT BALLIN and T. A. ROSS, to me personally known, who, being each by me duly sworn, did say that they are respectively the Vice President and the Secretary of the CHICAGO, SAINT PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Vice President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal of office the day and year last above written.

/s/ A. S. FLECK
NOTARY PUBLIC IN AND FOR COOK COUNTY
ILLINOIS

My Commission expires: August 23, 1966

STATE OF WISCONSIN ) ss.
Department of State )
Received this 3 day of
March A. D. 19 66 at 10
o'clock A. M. and recorded in Vol.
41 of R R M
on page 633-635 (553-554)
Secretary of State



RELEASE
OF CERTAIN LAND IN THE CITY OF DODGEVILLE, IOWA COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
INDENTURE OF MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE
TO
SOCONY MOBIL OIL COMPANY, INC.
DATED DECEMBER 2, 1965

KNOW ALL MEN BY THESE PRESENTS, That THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM UNTO

SOCONY MOBIL OIL COMPANY, INC.

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Dodgeville, County of Iowa and State of Wisconsin

and described as follows, to wit:

A track of land located in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-one (21), Township Six (6) North, Range Three (3) East of the Fourth Principal Meridian, and is also within the City limits of the City of Dodgeville, Iowa County, Wisconsin, and is described by metes and bounds as follows: Beginning at a point in the Northwesterly line of U.S. Highway 18, which point is One Hundred Sixty-one (161) feet Southwesterly from the intersection of the East line of Dydno Street extended North, with the Northwesterly line of U.S. Highway 18; running thence North along a line parallel with the Northerly extension of the East line of said Dydno Street, One Hundred Twenty-five (125) feet; thence North Sixty-seven (67°) West, One Hundred Thirty-five (135) feet; thence South Ten and Five-tenths Degrees (10.5°) West, Two Hundred Thirty (230) feet to the Northwesterly line of U.S. Highway 18; thence Northeasterly along the Northwesterly line of U.S. Highway 18, a distance of One Hundred Seventy (170) feet to the place of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its Trust Officers this 2nd day of December A. D., Nineteen Hundred and Sixty-five.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

(CORPORATE SEAL)

By /s/ R. R. MANCHESTER
VICE PRESIDENT

ATTEST:

/s/ A. E. CRINTON
TRUST OFFICER

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

/s/ A. G. SEXTON

/s/ R. J. KENNEY, JR.

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, NORMAN NEHER, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. R. MANCHESTER and A. E. GRINTON to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R.R. MANCHESTER resides in Wilmette, Ill. and that A. E. GRINTON resides in Chicago, Ill., and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed, and delivered said Instrument in behalf of said Association by authority and order of its Board of Directors as their free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said Instrument is the seal of said Association; and that said Association executed said Instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois this 2nd day of December A. D., Nineteen Hundred and Sixty-five.

/s/ NORMAN NEHER
NOTARY PUBLIC

(NOTARIAL SEAL)

in and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: December 16, 1966

STATE OF WISCONSIN ) ss.
Department of State )
Received this 9 day of March A. D. 19 66 at 10 o'clock A M. and recorded in Vol. 47 of R R M on page 636-637 (555-556)
Secretary of State

RELEASE
OF CERTAIN LAND IN THE CITY OF DODGEVILLE, IOWA COUNTY
FROM LIEN OF
CHICAGO AND NORTH WESTERN RAILWAY COMPANY
SECOND MORTGAGE AND DEED OF TRUST DATED AS OF JANUARY 1, 1939
BY
CHEMICAL BANK NEW YORK TRUST COMPANY, TRUSTEE
TO
SOCONY MOBIL OIL COMPANY, INC.
DATED DECEMBER 9, 1965

---

KNOW ALL MEN BY THESE PRESENTS, That CHEMICAL BANK NEW YORK TRUST COMPANY (formerly Chemical Bank & Trust Company), a corporation duly organized and existing under the laws of the State of New York (hereinafter referred to as the "Trustee"), as Trustee under Second Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said Chemical Bank & Trust Company (now Chemical Bank New York Trust Company), recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1944, in Volume 38 of Railroad Mortgages, Page 76, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto

SOCONY MOBIL OIL COMPANY, INC.

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Second Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Dodgeville, County of Iowa and State of Wisconsin, and described as follows, to wit:



A tract of land located in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-one (21), Township Six (6) North, Range Three (3) East of the Fourth Principal Meridian, and is also within the City limits of the City of Dodgeville, Iowa County, Wisconsin, and is described by metes and bounds as follows: Beginning at a point in the Northwesterly line of U.S. Highway 18 which point is One Hundred Sixty-one (161) feet Southwesterly from the intersection of the East line of Dydno Street extended North, with the Northwesterly line of U.S. Highway 18; running thence North along a line parallel with the Northerly extension of the East line of said Dydno Street, One Hundred Twenty-five (125) feet; thence North Sixty-seven Degrees (67°) West, One Hundred Thirty-five (135) feet; thence South Ten and Five-tenths Degrees (10.5°) West, Two Hundred Thirty (230) feet to the Northwesterly line of U.S. HIghway 18; thence Northeasterly along the Northwesterly line of U.S. Highway 18, a distance of One Hundred Seventy (170) feet to the place of beginning.

This instrument shall in no manner affect the lien of said Second Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said CHEMICAL BANK NEW YORK TRUST COMPANY, as Trustee as aforesaid, has caused its name to be signed to this deed of release by one of its CORPORATE TRUST OFFICERS thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by one of its ASSISTANT SECRETARIES this 9th day of DECEMBER A. D., Nineteen Hundred and Sixty-five.

CHEMICAL BANK NEW YORK TRUST CO.
As trustee as aforesaid,

(CORPORATE SEAL)

By /s/ R. G.PINTARD
CORPORATE TRUST OFFICER

ATTEST:

/s/ J. M.DOYLE
ASSISTANT SECRETARY

WITNESS:
TO THE SIGNATURES OF THE OFFICERS OF
CHEMICAL BANK NEW YORK TRUST COMPANY

/s/ H. J. LAEMMERHIRT

/s/ J. READ SMITH, JR.

STATE OF NEW YORK )
) SS
COUNTY OF NEW YORK )

I, JOHN L. BERVAR a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that R. G. PINTARD and J. M. DOYLE to me personally known and known to me to be, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of CHEMICAL BANK NEW YORK TRUST COMPANY, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that R. G. PINTARD resides at 17 TAYLOR ST., DOVER, N. J. and that J. M. DOYLE resides at 7 STUYVESANT OVAL, NEW YORK, N. Y. and they severally acknowledged to me that they are, respectively, CORPORATE TRUST OFFICER and ASSISTANT SECRETARY of said corporation; that as such officers they signed, sealed, and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public at New York, New York, this 9th day of DECEMBER A. D., Nineteen Hundred and Sixty-five.

/s/ JOHN L. BERVAR
NOTARY PUBLIC
In and for the County of New York in the State of New York.

(NOTARIAL SEAL)

JOHN L. BERVAR
Notary Public, State of New York
No. 41-5303890
Qualified in Queens County
Cert. filed with New York County
Term expires March 30, 1966

My Commission as such
Notary Public Expires:

STATE OF WISCONSIN ) ss.
Department of State )
Received this 9 day of March A. D. 19 66 at 10 o'clock A M. and recorded in Vol. 47 of R R M on page 638-639 (556-557)
Secretary of State

STATEMENT OF COMPLIANCE
FORM CPR 11

# State of Wisconsin
PUBLIC RECORDS BOARD

AGENCY
Secretary of State

DIVISION

RECORD SERIES
Railroad Mortgages

DATE
1984

REEL NUMBER
47

DISPOSAL AUTHORIZATION NUMBER

I certify that the film listed above complies with the minimum standards of quality for permanent photographic records, as established by the Public Records Board and that the film was processed and developed in accordance with minimum standards established by the Board.

FILM DEVELOPER AND PROCESSOR

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

Douglas LaFollette
HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

# State of Wisconsin
PUBLIC RECORDS BOARD

## CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER
47

REDUCTION RATIO
20:1

DISPOSAL AUTHORIZATION NUMBER
414:53

CAMERA (TYPE)
Recordak

(MODEL)
MRC-4

(SERIAL NUMBER)
342

TITLE OF RECORD SERIES
Railroad Mortgages

AGENCY
Sec. of State

I certify that I have on this day of 9-16, 1984, photographed the above described documents in accordance with the standards and procedures established by Section 16.61 of the Wisconsin Statutes.

ROLL BEGINS WITH
Vol. 47

ROLL ENDS WITH
Vol. 47

CAMERA OPERATOR
L. N.