



Book 2024 Page 2963

Document 2024 2963 Type 06 010 Pages 26

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to: Cheri D. Fletcher, 601 Tanglewood Dr., Manchester, IA 52057

Preparer: Daniel H. Swift, Swift Law Firm, 108 N. Madison St., PO Box 207, Manchester, IA 52057, (563) 927-4901

AFFIDAVIT REGARDING ELLIS E. CHARLES A/K/A ELLIS EDWARD CHARLES AND
W. JEANNE CHARLES A/K/A WILMA JEAN CHARLES, TRUSTEES OF THE CHARLES
FAMILY REVOCABLE TRUST DATED NOVEMBER 5, 1998, AND EXPLANATORY OF
TITLE

We, the undersigned, Cheri D. Charles a/k/a Cheri D. Fletcher and Rhonda Kay Jantzen state the following in regards to the hereinafter described real estate, to-wit:

The West one-fourth (W $\frac{1}{4}$) of that tract of land described as follows: Commencing at a point one (1) rod North of the Southwest corner of Lot One Hundred Three (103), Henry Acres' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, thence North nineteen (19) rods to center of West end of forty (40) foot street on North side of said Lot One Hundred Three (103), thence West forty two (42) rods, one (1) foot, nine (9) inches, thence South nineteen (19) rods to North line of two (2) rod road on South side of this land, thence East forty two (40) rods, one (1) foot, nine (9) inches to beginning, being a part of the South one-half (S $\frac{1}{2}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., also Parcel 'K' Part Of Lot 1, Railroad Addition & Part Of The NW $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$, Sec. 29-T89N-R5W, All in Manchester, Delaware County, Iowa, according to Plat of Survey (Amended) recorded in Book 2000, Page 38

We, the undersigned, Cheri D. Charles a/k/a Cheri D. Fletcher and Rhonda Kay Jantzen are the sole surviving heirs of Ellis E. Charles a/k/a Ellis Edward Charles and W. Jeanne Charles a/k/a Wilma Jean Charles. We are also the sole beneficiaries of the Charles Family Revocable Trust dated November 5, 1998, and as amended by First Amendment to the Charles Family Revocable Trust dated April 11, 2013.

Our mother, W. Jeanne Charles a/k/a Wilma Jean Charles, and Co-Trustee of the Charles Family Revocable Trust dated November 5, 1998, and the First Amendment to the Charles Family Revocable Trust dated April 11, 2013, died on March 26, 2014. Attached hereto and identified as Exhibit "A" is a copy of a Certificate of Death of W. Jeanne Charles a/k/a Wilma Jean Charles and said Exhibit "A" is incorporated herein by this reference.

Our father, Ellis E. Charles a/k/a Ellis Edward Charles, and Co-Trustee of the Charles Family Revocable Trust dated November 5, 1998, and the First Amendment to the Charles Family Revocable Trust dated April 11, 2013, died on March 11, 2023. Attached hereto and identified as Exhibit "B" is a copy of a Certificate of Death of Ellis E. Charles a/k/a Ellis Edward Charles and said Exhibit "B" is incorporated herein by this reference.

Ellis E. Charles a/k/a Ellis Edward Charles and W. Jeanne Charles a/k/a Wilma Jean Charles obtained Title to the herein described real estate by Warranty Deed dated May 26, 2009, and filed of record in the office of the Delaware County Recorded in Book 2009, Page 2159, on June 1, 2009. Attached hereto and identified as Exhibit "C" is a copy of said Warranty Deed and said Exhibit "C" is incorporated herein by this reference.

Ellis E. Charles a/k/a Ellis Edward Charles and W. Jeanne Charles a/k/a Wilma Jean Charles created the Charles Family Revocable Trust dated November 5, 1998. After creation of the Trust, the herein described real estate was deeded by Ellis E. Charles a/k/a Ellis Edward Charles and W. Jeanne Charles a/k/a Wilma Jean Charles to Ellis E. Charles a/k/a Ellis Edward Charles and W. Jeanne Charles a/k/a Wilma Jean Charles, as Trustees of the Charles Family Revocable Trust dated November 5, 1998. The Quitclaim Deed dated April 23, 2013, and filed of record in the office of the Delaware County Recorded in Book 2013, Page 1415, on April 25, 2013. Attached hereto and identified as Exhibit "D" is a copy of said Quitclaim Deed and said Exhibit "D" is incorporated herein by this reference.

The Charles Family Revocable Trust dated November 5, 1998, as amended by the First Amendment to the Charles Family Revocable Trust as signed and verified on April 11, 2013, by Ellis E. Charles a/k/a Ellis Edward Charles, Grantor; Ellis E. Charles a/k/a Ellis Edward Charles, Attorney-in-Fact for W. Jeanne Charles a/k/a Wilma Jean Charles, Grantor. Said Amendment designated Ellis E. Charles a/k/a Ellis Edward Charles and Rhonda Kay Jantzen as Trustees. Attached hereto and identified as Exhibit "E" is a copy of said First Amendment to the Charles Family Revocable Trust dated April 11, 2013, as said Exhibit "E" is incorporated herein by this reference.

Both Grantors to the Trust have died. Trustee Rhonda Kay Jantzen is alive. Successor Trustee Cheri D. Charles a/k/a Cheri D. Fletcher is alive.

In Paragraph 13, Page 10 of the First Amendment to the Charles Family Revocable Trust dated April 11, 2013, as shown by the attached Exhibit "E", requires the Trustee after the death of both Grantors to deliver and distribute all of the rest, residue and remainder of the corpus as special requests. Cheri D. Charles a/k/a Cheri D. Fletcher was awarded the house and property located at 601 Tanglewood Drive, Manchester, Iowa. The property located at 601 Tanglewood Drive, Manchester, Iowa, is described herein as the parcel relating to this Affidavit.

All remaining of the Trust Estate has been divided equally among their two children, your Affiants.

All of the beneficiaries of this Trust are represented in this document, and consent to the

conveyance by Successor Trustee Rhonda Kay Jantzen of the real estate described herein to Cheri D. Charles a/k/a Cheri D. Fletcher.

Rhonda Kay Jantzen consents and acknowledges that she will deliver a Trustees Deed from the Charles Family Revocable Trust dated November 5, 1998, the real estate as described herein to Cheri D. Charles a/k/a Cheri D. Fletcher, her sister. This transfer will result in the termination of all assets of the Trust.

After this transfer, the Trust will be complete. Rhonda Kay Jantzen and Cheri D. Charles a/k/a Cheri D. Fletcher hereby release each other from any and all claims which may arise out of the transfer of the real estate described herein from the Trust to Cheri D. Charles a/k/a Cheri D. Fletcher.

STATE OF KANSAS, COUNTY OF LYONS, ss:

I, Rhonda Kay Jantzen, as Trustee of the Charles Family Revocable Trust dated November 5, 1998, as amended by the First Amendment to the Charles Family Revocable Trust dated April 11, 2013, and individually, in the above-entitled action, being first duly sworn on oath, depose and state that I have read the Affidavit Regarding Ellis E. Charles a/k/a Ellis Edward Charles and W. Jeanne Charles a/k/a Wilma Jean Charles, Trustees of the Charles Family Revocable Trust dated November 5, 1998, and Explanatory of Title and the statements and allegations contained therein are true and correct to the best of my present knowledge, belief and information.

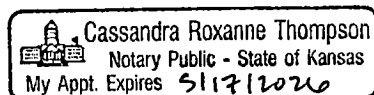
Rhonda Kay Jantzen, TTE
Rhonda Kay Jantzen, Trustee of the Charles Family Revocable Trust dated November 5, 1998, and as amended by First Amendment to the Charles Family Revocable Trust dated April 11, 2013, and Individually

Address: 151 Rd. 130
Empora, KS 66801-7729

This record was acknowledged before me on this 29th day of October 2024 by Rhonda Kay Jantzen, as Trustee of the Charles Family Revocable Trust dated November 5, 1998, as amended by the First Amendment to the Charles Family Revocable Trust dated April 11, 2013 and individually.

Cassandra Roxanne Thompson
Notary Public in and for the State of Kansas

Kansas Lyons
STATE OF ~~IOWA~~, COUNTY OF ~~DELAWARE~~, ss:



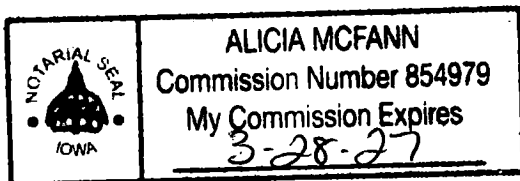
I, Cheri D. Charles a/k/a Cheri D. Fletcher, as Beneficiary of the Charles Family Revocable Trust dated November 5, 1998, as amended by the First Amendment to the Charles Family Revocable Trust dated April 11, 2013, and individually, in the above-entitled action, being first duly sworn on oath, depose and state that I have read the Affidavit Regarding Ellis E. Charles a/k/a Ellis Edward Charles and W. Jeanne Charles a/k/a Wilma Jean Charles, Trustees of the Charles Family Revocable Trust dated November 5, 1998, and Explanatory of Title and the statements and allegations contained therein are true and correct to the best of my present knowledge, belief and information.

Cheri D. Charles

Cheri D. Charles a/k/a Cheri D. Fletcher,
Beneficiary of the Charles Family Revocable
Trust dated November 5, 1998, as amended
by the First Amendment to the Charles
Family Revocable Trust dated April 11,
2013, and Individually

Address: 601 Tanglewood Dr.
Manchester, IA 52057

This record was acknowledged before me on this 16 day of Nov 2024 by Cheri D. Charles a/k/a Cheri D. Fletcher as Beneficiary of the Charles Family Revocable Trust dated November 5, 1998, as amended by the First Amendment to the Charles Family Revocable Trust dated April 11, 2013, and individually.



[Signature]
Notary Public in and for the State of Iowa

CERTIFICATE OF DEATH

Exhibit "A"

115-2014-05753

State File Number

| | | | | | | | | | |
|--|--|--|--|---|--|--|--|---|--|
| 1. Decedent's Legal Name (First, Middle, Last) WILMA JEAN CHARLES | | 2. Sex FEMALE | | 3. Date Of Death (Month, Day, Year) 03/26/2014 | | 4. Social Security Number [REDACTED] | | 5. Date Filed By State Registrar 04/02/2014 | |
| 6. If Female, Name Prior to First Marriage ADAMS | | 7a. Date Of Birth 01/20/1927 | | 7b. Age 87 YEAR(S) | | 8. Place Of Birth (City And State Or Foreign Country) LOWELL, KANSAS | | 9. Decedent Ever In U.S. Armed Forces NO | |
| 10a. Place Of Death NURSING HOME | | 10b. Facility Name (If Not Institution, Street And Number) HOLIDAY RESORT - EMPORIA | | | | 10c. County Of Death LYON | | 10d. Zip Code 66801 | |
| 10e. City or Town Of Death EMPORIA | | 11. Marital Status MARRIED | | 12. Surviving Spouse (If Wife, Name Before First Marriage) ELLIS E CHARLES | | 13a. Residence - Street Address 2700 W 30TH ST | | | |
| 13b. State or Foreign Country KANSAS | | 13c. County or Province LYON | | 13d. City or Town EMPORIA | | 13e. Zip Code 66801 | | 13f. Inside City Limits YES | |
| 14. Decedent's Ancestry AMERICAN | | 15. Decedent's Race WHITE | | | | | | | |
| 16. Decedent's Hispanic Origin NOT SPANISH; HISPANIC, LATINO | | | | | | | | | |
| 17. Decedent's Education ASSOCIATE DEGREE | | | | 18. Decedent's Occupation HOMEMAKER | | | | 19. Decedent's Industry IN OWN HOME | |
| 20. Father's Name (First, Middle, Last) GEORGE ADAMS | | | | 21. Mother's Name Prior To First Marriage (First, Middle, Last) KITTY HATTION | | | | | |
| 22a. Informant's Name (First, Middle, Last) ELLIS E CHARLES | | 22b. Mailing Address (Street, Number, City, State, And Zip Code) 515 S UNION, EMPORIA, KANSAS, 66801 | | | | 22c. Relationship To Decedent HUSBAND | | | |
| 23. Method Of Disposition BURIAL | | 24a. Place Of Disposition BALLTOWN CEMETERY | | | | 24b. Location HORTON, MISSOURI | | | |
| 25. Funeral Service Licensee And License Number /S/ DAVID L FERRY - MO-005249 | | | | 26. Name Of Embalmer And License Number THOMAS D HIEBER - 2012025846 | | | | | |
| 27. Name And Address Of Firm FERRY FUNERAL HOME, 301 S WASHINGTON, NEVADA, MISSOURI, 64772 | | | | | | | | | |
| 28. Cause Of Death Part I: Events (diseases, injuries, or complications) that directly caused the death. IMMEDIATE CAUSE (Final Disease Or Condition Resulting In Death) a. SEIZURES Due To (Or As A Consequence Of): b. HYPERNATREMIA Due To (Or As A Consequence Of): c. ALZHEIMERS DEMENTIA Due To (Or As A Consequence Of): d. _____ Conditions, If Any, Leading To Cause Listed On Line a: UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LISTED LAST | | | | | | | | Approximate Interval: Onset To Death 6 MONTHS 6 MONTHS YEARS | |
| 29. Other Significant Conditions Contributing To Death But Not Resulting In The Underlying Cause Given In Part I: | | | | | | | | 29a. Autopsy NO | |
| 29b. Autopsy Findings Available To Complete The Cause Of Death | | | | | | | | 29c. Coroner Contacted UNKNOWN | |
| 30. Did Tobacco Use Contribute To Death? NO | | 31. If Female: NOT PREGNANT WITHIN THE PAST YEAR | | | | 32. Manner Of Death NATURAL | | | |
| 33a. Date Of Injury (Month, Day, Year) | | 33b. Time Of Injury | | 33c. Injury At Work | | 33d. How Injury Occurred | | | |
| 33e. Place Of Injury | | | | 33f. Location (Street And Number Or Rural Route, City Or Town, State, And Zip Code) | | | | | |
| 34a. Date Pronounced Dead (Month, Day, Year) 03/26/2014 | | 34b. Time Pronounced Dead 10:45 AM | | 34c. Actual Or Presumed Time Of Death 10:45 AM | | 34d. Name Of Person Pronouncing Death ANDERSON | | 34e. License No. 26498 | |
| 35a. Pronouncing and Certifying Physician /S/ CY ANDERSON - MD | | 35b. License No. 26498 | | 35c. Date Certified 03/28/2014 | | 35d. Address And Zip Code Of Person Completing Cause Of Death 1301 W 12TH ST, EMPORIA, KANSAS, 66801 | | | |



This is a true and correct copy of the official record on file in the Office of Vital Statistics, Topeka, Kansas, certified on the date stamped below.

2014 APR 04 AM 10:12

Elizabeth W. Sadi

Elizabeth W. Sadi, Ph.D.
State Registrar
Office of Vital Statistics
Department of Health & Environment

A06241663

It is in violation of KSA 65-2422d(g) to prepare or issue any certificate which purports to be an original, certified copy or copy of a certificate of birth, death or fetal death, except as authorized in this act or rules and regulations adopted under this act.

CERTIFIED COPIES WILL BE PRODUCED ON MULTI-COLOR SECURITY PAPER.

Kansas Department of Health and Environment
Office of Vital Statistics
Exhibit "B"
CERTIFICATE OF DEATH

State File Number: 115-2023-05799

Decedent's Legal Name (First, Middle, Last):
ELLIS EDWARD CHARLES

Last Name Prior to First Marriage:

Date of Death: 03/11/2023 **Age:** 92 YEAR(S) **Date of Birth:** 10/12/1930 **Sex:** MALE **Social Security Number:** [REDACTED]

Residence-Street Address: 1200 W 12TH ST RM 122 **City or Town:** EMPORIA **State or Foreign Country:** KANSAS **Zip Code:** 66801

Place of Birth: METZ, MISSOURI **Armed Forces:** YES **Marital Status:** WIDOWED **Surviving Spouse (Name prior to First Marriage):**

Father/Parent Name Prior to First Marriage: CHARLES FLOYD CHARLES **Mother/Parent Name Prior to First Marriage:** GRACE MERTIE SAUL

Place of Death: NURSING HOME **Facility Name:** EMPORIA PLACE 1200 W 12TH AVE
City or Town of Death: EMPORIA **County of Death:** LYON **Zip Code:** 66801
Method of Disposition: REMOVAL FROM STATE **Place of Disposition:** BALLTOWN CEMETERY **Location of Disposition:** HORTON, MISSOURI

Decedent's Occupation: FOREMAN **Decedent's Industry:** MACHINE SHOP

Decedent's Education: ASSOCIATE DEGREE **Decedent's Race:** WHITE **Decedent's Ancestry:**

Informant's Name: RHONDA JANTZEN **Relationship to Decedent:** DAUGHTER **Informant's Mailing Address:** 151 RD 130
EMPORIA, KANSAS 66801
UNITED STATES

Name and Address of Firm:
FERRY FUNERAL HOME 301 S WASHINGTON NEVADA, MISSOURI 64772

Cause of Death: ALZHEIMERS DEMENTIA **Approximate Interval: Onset to Death**
YEARS

Other Significant Conditions:

Autopsy: NO **Tobacco Contribute to Death?** NO **If Female:**
Date of Injury: **Time of Injury:** **Injury at Work:** **Manner of Death:** NATURAL

Place of Injury: **Location of Injury:**

How Injury Occurred: **Actual or Presumed Time of Death:** 630 PM

Medical Certifier: CY ANDERSON - MD **Date Certified:** 03/14/2023 **Date Filed By State Registrar:** 03/16/2023

03/21/2023 V23000032082801 CHARLES 202304005799 3-FH DR

Topeka, Kansas, certified on the date stamped below.

2023 Mar 21 AM 11:24



Kay Haug

Kay Haug,
State Registrar
Office of Vital Statistics
Department of Health & Environment

N2810113

It is in violation of KSA 65-2422d(g) to prepare or issue any certificate which purports to be an original, certified copy or abstract or copy of a certificate, except as authorized in the Uniform Vital Statistics Act or rules and regulations adopted under this act.

CERTIFIED COPIES WILL BE PRODUCED ON WATERMARKED MULTI-COLOR SECURITY PAPER.



WARRANTY DEED

For the consideration of \$70,000.00 Dollar(s) and other valuable consideration,
Wanda Lee Allison a/k/a Wanda L. Allison and Harland Allison, wife and husband
Ellis E. Charles and W. Jeanne Charles do hereby Convey to

the
following described real estate in Delaware County, Iowa:

The West one-fourth (W $\frac{1}{4}$) of that tract of land described as follows: Commencing at a point one (1) rod North of the Southwest corner of Lot One Hundred Three (103), Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, thence North nineteen (19) rods to center of West end of forty (40) foot street on North side of said Lot One Hundred Three (103), thence West forty two (42) rods, one (1) foot, nine (9) inches, thence South nineteen (19) rods to North line of two (2) rod road on South side of this land, thence East forty two (42) rods, one (1) foot, nine (9) inches to beginning, being a part of the South one-half (S $\frac{1}{2}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., also Parcel 'K' Part Of Lot 1, Railroad Addition & Part Of The NW $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$, Sec. 29-T89N-R5W, All In Manchester, Delaware County, Iowa, according to Plat Of Survey (Amended) recorded in Book 2000, Page 38.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: May 26, 2009

Linda L. Mesch (POA)
Linda L. Mesch as Attorney-in-Fact (Grantor)
for Wanda L. Allison
for Wanda L. Allison
(Grantor)

Linda L. Mesch (POA)
Linda L. Mesch as Attorney-in-Fact (Grantor)
for Harland Allison
for Harland F. Allison Jr.
(Grantor)

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on May 26, 2009, by Linda L.

Mesch as Attorney-in-Fact for Wanda L. Allison and Linda L. Mesch as Attorney-in-Fact for Harland F. Allison



Teresa J. Greve
COMMISSION NUMBER 142426
My Commission Expires
02-19-2011

Teresa J. Greve
Teresa J. Greve, Notary Public



Book 2013 Page 1415

Document 2013 1415 Type 03 002 Pages 2

Date 4/25/2013 Time 2:28:06PM

Rec Amt \$12.00 Aud Amt \$5.00

Entered for taxation 09th day
of April AD 2013
Carla K. Bercher Auditor
By P. H. Hebrard Deputy

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Exhibit "D"

QUITCLAIM DEED

Preparer Information: Larry J. Putnam, Patton & Putnam Law LLC, 605 Lincoln, Emporia, Kansas 66801, (620)342-2662

Taxpayer Information: Ellis E. Charles and W. Jeanne Charles, 601 Tanglewood Drive, Manchester, Iowa 52057

wp
Return Document to: Patton & Putnam Law LLC, 605 Lincoln, Emporia, Kansas 66801

Ellis E. Charles and W. Jeanne Charles, husband and wife, Grantors, QUITCLAIM
to Ellis E. Charles and W. Jeanne Charles, Trustees of the Charles Family Revocable Trust dated
November 5, 1998, Grantees, all of the following-described real estate in Delaware County, Iowa:

The West one-fourth (W ¼) of that tract of land described as follows: Commencing at a point one (1) rod North of the Southwest corner of Lot One Hundred Three (103), Henry Acres' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, thence North nineteen (19) rods to center of West end of forty (40) foot street on North side of said Lot One Hundred Three (103), thence West forty two (42) rods, one (1) foot, nine (9) inches, thence South nineteen (19) rods to North line of two (2) rod road on South side of this land, thence East forty two (42) rods, one (1) foot, nine (9) inches to beginning, being a part of the South one-half (S ½) of Northwest Quarter (NW ¼) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., also Parcel 'K' Part Of Lot 1, Railroad Addition & Part Of The NW ¼, SE ¼, NW ¼, Sec. 29-T89N-R5W, All in Manchester, Delaware County, Iowa, according to Plat of Survey (Amended) recorded in Book 2000, Page 38.

for TITLE PURPOSES ONLY. **EXEMPTION # 21**

Dated: 4-23-13

Ellis E. Charles
ELLIS E. CHARLES

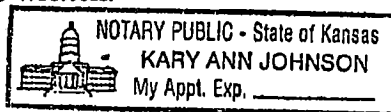
Ellis E. Charles
ELLIS E. CHARLES, Attorney-in-fact
for W. JEANNE CHARLES

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF LYON) ss:

BE IT REMEMBERED that on this April 23, 2013, before me the undersigned a Notary Public in and for the County and State aforesaid came Ellis E. Charles and Ellis E. Charles, Attorney-in fact for W. Jeanne Charles, who are personally known to me to be the same persons who executed the within instrument or writing and such person duly acknowledged the execution of the same.

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



Kary Ann Johnson
NOTARY PUBLIC

My Appointment Expires: 9-14-13

Exhibit "E"
FIRST AMENDMENT TO THE
CHARLES FAMILY REVOCABLE TRUST

~~THIS FIRST AMENDMENT TO TRUST AGREEMENT~~ is made and entered into this 11th day of April, 2013, by and between Ellis E. Charles and W. Jeanne Charles residing in Emporia, Kansas, hereinafter referred to as "GRANTORS" and Ellis E. Charles and Rhonda Jantzen hereinafter referred to as "TRUSTEES".

WITNESSETH:

WHEREAS, FIRST AMENDMENT TO TRUST AGREEMENT amends the Charles Family Revocable Trust dated November 5, 1998, by deleting all of the provisions of the original trust agreement, it being our intention that the terms of this First Amendment are complete, standing alone as controlling all Trust assets, debts, Trustees, and trust-related matters, as follows:

1. GRANTORS have and will execute and deliver all deeds, assignments, bills of sale, written instructions, and other legal documents necessary to convey and register all of the assets that GRANTORS choose to place in trust under this trust to be owned by the TRUSTEE(S) of this trust and held and administered under the terms and conditions of this trust.

GRANTORS hereby transfer to this trust all assets not requiring titles or deeds; including, but not limited to furniture, wearing apparel, and personal possessions.

Additionally, the GRANTORS are now holding and will hold, solely, and exclusively for and in behalf of such trust, the

following: any and all properties of all kinds, whether currently owned or hereafter acquired including, without limitation:

bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency, and custody accounts, notes, and real estate wherever located.

All such property is hereby transferred to and the same shall be owned by such Trust.

This declaration shall apply even though "record" ownership or title, in some instances, may, currently or in the future, be registered in GRANTOR'S individual names, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

All assets transferred to the TRUSTEE(S), whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document.

2. The TRUSTEES shall collect all income and, after deducting such expenses as are properly payable from the income, shall pay to the GRANTORS or for their use and benefit, such portion of such income and such portion of the principal of the trust estate as the TRUSTEES determine to be required for the GRANTORS' support and comfort, in the manner in which GRANTORS are accustomed, and for such other purposes

which the TRUSTEES deem to be for the best interest of GRANTORS, including but not by way of limitation, medical expenses, nursing expenses, and expenses of care, taxes due from GRANTORS and all donations of the nature previously made by GRANTORS with regularity.

In the event the TRUSTEES shall not expend or distribute all of the income from the Trust Estate during any calendar year during the continuance of this Trust, such income shall be added to and become a part of the corpus of the trust.

3. GRANTORS reserve the right at any time or times to amend, revoke, or terminate this Trust, in whole or in part, or any provisions thereof, by an instrument in writing signed by GRANTORS and delivered to the TRUSTEES. The TRUSTEES must consent to any amendment that changes the rights and duties of the TRUSTEES. If this Trust is revoked in its entirety, the revocation shall take effect upon the delivery of the required writing to the TRUSTEES. On the revocation of this Trust in its entirety, the TRUSTEES shall pay or transfer to GRANTORS as they shall direct in the instrument of revocation, all of the Trust Estate.

While GRANTORS are both alive, the right to amend, revoke, and terminate may be exercised by either Grantor; provided, however, one of them alone has the right to withdraw the property of this Trust at any time, from time to time, but

not to exceed an aggregate of one-half of the total property in the Trust. While GRANTORS are both alive, if one is incompetent the other alone has the power to revoke this Trust, in which case the property of this Trust will be distributed one-half outright to the one revoking and the other one-half shall be held for the benefit of the one who is incompetent under the Trust to avoid the conservatorship provision of this Trust.

In the event that there are CO-TRUSTEES serving to administer this trust, then either of said TRUSTEES is authorized to act independently for and on behalf of the trust without the signature, consent, or approval of the other CO-TRUSTEE.

On the death of the first GRANTOR to die, the survivor shall have the right alone to amend, revoke, or terminate this Trust, or to withdraw any or all the property from this Trust at any time. It is not intended that this Trust be contractual, and the survivor shall be the complete and absolute owner of all property in the Trust on the first death, with no restrictions on how he or she disposes of the property on his or her death.

4. The TRUSTEES are authorized to receive property added to the Trust corpus by inter vivos transfer or by will, and

all such assets shall be held and disposed of in accordance with the provisions of this agreement.

5. The TRUSTEES shall have the powers herein granted and the powers specified in the Kansas Uniform Trust Code. TRUSTEE shall have the right to borrow money for the Trust and to mortgage any real estate and to grant security interests to encumber any personal property in the Trust to further the purposes hereof. Notices to beneficiaries, providing copies of this trust and supporting documents and responding to requests from beneficiaries and others are discretionary with the Trustee.

6. This Trust shall end and terminate upon the deaths of both GRANTORS, after the TRUSTEE shall have made the payments, advancements, and distributions hereinafter provided.

7. No person or corporation dealing with the TRUSTEES shall be required to investigate the TRUSTEES' authority for entering into any transaction or to see to the application of the proceeds of any transaction.

8. In the event that TRUSTEE Rhonda Jantzen is unable or unwilling to continue hereunder as TRUSTEE, then a SUCCESSOR TRUSTEE shall assume the duties of CO-TRUSTEE. If inability or disability to serve as TRUSTEE is the cause for the appointment of a SUCCESSOR TRUSTEE, such disability or incapacity shall be established by any SUCCESSOR TRUSTEES' execution of an

affidavit stating that in the SUCCESSOR TRUSTEE'S opinion, TRUSTEE is unable to continue to serve as TRUSTEE. Such affidavit by any of the named SUCCESSOR TRUSTEES shall be determinative as to the fact of disability or incapacity on all interested parties. In the event of such disability or in the event that TRUSTEE Rhonda Jantzen is unable or unwilling to serve as TRUSTEE, Cheri Fletcher shall be appointed as SUCCESSOR CO-TRUSTEE hereunder. In the event there is no named successor willing and able to serve as TRUSTEE, then the beneficiaries herein shall appoint a TRUSTEE by majority vote.

9. The title, powers, duties, immunities, and discretions herein conferred upon the TRUSTEES shall continue, after the termination of this Trust, until final distribution.

10. TRUSTEES shall make an accounting annually to the GRANTORS during the lifetime of GRANTORS and to beneficiaries thereafter. Approval of the recipients of any such accounting shall be a complete discharge of the TRUSTEES as to all matters set forth in such accounting. Failure to object to said accounting within thirty days of sending the accounting shall constitute approval. TRUSTEES in their discretion may seek a judicial settlement of TRUSTEES' account at any time.

11. GRANTORS hereby specifically exempt any TRUSTEE herein designated from furnishing bond for the faithful performance of said Trust.

12. Upon the death of a GRANTOR, TRUSTEE shall pay the following:

(A) All of the just and lawful debts of deceased GRANTOR except claims barred by any statute of limitations as to claims.

(B) All burial expenses and funeral expenses of the deceased GRANTOR except those claims barred by any statute of limitations as to claims.

(C) All death taxes which may accrue at or by reason of the death of GRANTOR.

(D) All taxes, inheritance taxes including taxes on joint tenancy property and property passing by operation of law.

(E) GRANTORS intend that the ultimate burden of any federal and state estate tax (including interest and penalties thereon) be borne by that property and by those beneficiaries in respect of which it is imposed, whether such property is property of GRANTORS' probate estate or not. Accordingly the TRUSTEE shall determine an equitable apportionment of any federal and state estate, inheritance, or other death tax liability payable with respect to property passing to beneficiaries, whether payable in respect of property passing under this Trust or otherwise. In equitably apportioning federal and state estate, inheritance, or other death tax liability, the TRUSTEE shall take into account such exclusions,

deductions, exemptions, and credits as are in its judgment necessary or appropriate in order to give effect to intention, which is to ensure that the burden of such taxes shall be borne by those to whom property will pass as a result of GRANTOR'S death in an amount which is as nearly as practicable in proportion to the taxes which result from inclusion of such property in my taxable estate.

(F) All cost and expenses of administration of the Trust, including a reasonable attorney's fee.

(G) Upon the death of a GRANTOR, GRANTOR gives all of GRANTOR'S interest in the household goods, furniture, and furnishings, in GRANTOR'S jewelry, clothing, and personal automobiles and in any other tangible property together with any insurance proceeds on such property, as specified on a separate written statement regarding tangible personal property as allowed by law; however, if or to the extent GRANTOR does not list such property on a separate written statement, then to GRANTOR'S spouse; however, if GRANTOR'S spouse does not survive GRANTOR, then to GRANTOR'S children who survive GRANTOR, in substantially equal shares, with the property divided as they shall agree or as TRUSTEE shall determine if these beneficiaries do not agree within two (2) months after GRANTOR'S death. Any property passing to GRANTOR'S children under a separate writing regarding tangible

personal property shall not be included in the share passing here, for purposes of determining equal shares. If no children survive, this gift shall lapse and pass with GRANTOR'S residuary Estate. TRUSTEE is authorized to distribute tangible personal property to named beneficiaries or in any other manner as set out in this Trust, when the survivor of GRANTORS can no longer maintain his/her household. The intent of this provision is to authorize SUCCESSOR TRUSTEE to avoid storage costs and other expenses when it would be more practical to dispose of said personal property because GRANTORS are unable to use the personal property as GRANTORS once used the personal property. In the event that GRANTORS are the TRUSTEES of said tangible personal property, GRANTORS authorize the SUCCESSOR TRUSTEE to dispose of said personal property as set out above.

In the event GRANTOR'S spouse survives GRANTOR by thirty (30) days, the TRUSTEE shall permit GRANTOR'S spouse to use and possess items listed on the written statement during the lifetime of GRANTOR'S spouse. At the death of GRANTOR'S spouse, or at such time when GRANTOR'S spouse is no longer able to use or no longer desires the use of such items (e.g., if GRANTOR'S spouse should move to an apartment or retirement home and not be able to take them), whichever occurs first,

the TRUSTEE shall distribute such items to the persons designated on such written instrument to receive such items.

In the event a beneficiary designated on such written statement is not living at my death, the gift of the item(s) the beneficiary would have received shall lapse.

13. TRUSTEE shall, after the death of both GRANTORS, and payment of the above items referred to in paragraph 12, pay, deliver and distribute all of the rest, residue and remainder of the corpus and any accumulated income from said Trust as follows:

(A) We hereby make the following special bequests:

- 1) \$1,750.00 to our daughter, Rhonda Jantzen;
- 2) The house and property located at 601 Tanglewood Drive, Manchester, Iowa, to our daughter, Cheri Fletcher. Cheri is responsible for paying any debt still owed on this property.

(B) All the remaining Trust Estate shall be divided equally among our two children: Rhonda Jantzen and Cheri Fletcher. In the event that a child predeceases us, the share of such deceased child shall go to his/her issue, per stirpes and not per capita. In the event that a child predeceases GRANTORS and leaves no issue surviving, or such issue dies before reaching age 21, then said sum shall be divided per stirpes among the then living beneficiaries.

Whenever any property is required to be distributed to a beneficiary who is then under the age of twenty-one (21) or is incompetent, (except this shall not apply to any distribution which must pass directly to GRANTOR'S spouse in order to preserve the marital deduction), the TRUSTEE has the discretion to set aside the property in a separate trust or distribute the property to a custodian under the Uniform Transfers to Minors Law, the Uniform Custodial Trust Act or similar statute. If such property is set aside in a separate trust, the TRUSTEE shall be the TRUSTEE named herein and determined as provided herein. When a beneficiary reaches age 18, the Trustee shall pay out the net income annually from such separate trust to the beneficiary. The TRUSTEE may apply as much of the principal to the health, maintenance, support, and education of the beneficiary as TRUSTEE, in its sole discretion, deems necessary or advisable without the intervention of any guardian or conservator. When the beneficiary reaches the age of twenty-one (21) or is no longer incompetent, as the case may be, the TRUSTEE shall pay to the beneficiary the remaining trust property. If the beneficiary dies before the entire trust property is distributed, the TRUSTEE shall pay the remaining trust property to the beneficiary's estate. The authority conferred upon TRUSTEE by this paragraph shall not operate to suspend or prevent the

eventual absolute vesting of any property in such beneficiary. In regard to the administration of any such property, TRUSTEE shall have all powers, authority, and discretion vested in any fiduciary under the provisions of this Trust.

For purposes of all gifts or transfers in trust under this instrument, a person who would take on the death of another person shall not be considered to survive such other person if he or she dies at the same time as or within thirty (30) days of the death of such other person, except that this section shall not apply in any case where its application would cause any provisions of this instrument which would otherwise be valid to be void under any applicable rule against perpetuities, any rule limiting suspension of the power of alienation or similar rule.

Notwithstanding any other language or provision herein each trust created hereby shall in any and all events unless sooner terminated as herein otherwise provided, cease and terminate upon the expiration of twenty (20) years following the death of the last survivor of GRANTORS' children, or their issue who shall be living at the date of GRANTORS' deaths. In the event this trust terminates under and by virtue of this provision, the TRUSTEE shall thereupon windup and liquidate the trust and shall distribute and pay over the entire then remaining corpus and accumulated net income thereof to or for

the benefit of each then living beneficiary hereof, regardless of such beneficiary's then age or his then interest in said corpus and accumulated net income.

14. TRUSTEE is hereby expressly authorized and empowered to distribute the Trust Estate to the beneficiaries named above in kind, and is expressly authorized and empowered to execute and deliver deeds, assignments, bills of sale, and any and all other documents necessary to effect the transfer and distribution of Trust Estate.

15. The interest of each beneficiary in the income or principal of the trust shall be free from the control or interference of any creditor of a beneficiary or of any spouse of a married beneficiary and shall not be subject to the claims of creditors of any beneficiary, or to judgment, levy, execution, attachment, bankruptcy proceedings, or other legal or equitable process, or susceptible to anticipation or alienation. Each beneficiary shall be without the power, voluntarily or involuntarily, to sell, mortgage, pledge, or hypothecate any interest in or the income from such trust. This provision shall not affect the exercise of any power of appointment specifically granted herein. Nothing contained in this Section shall be construed, however as a restriction in any way on the exercise of any power of appointment granted

hereunder, or the right of a beneficiary to the income from any trust qualifying for the marital deduction.

16. This agreement shall be binding upon the executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the GRANTORS and TRUSTEES have hereunto set their hands as of the date first above written.

Ellis E. Charles
ELLIS E. CHARLES, GRANTOR

Ellis E. Charles
ELLIS E. CHARLES, Attorney-in-fact
for W. JEANNE CHARLES, GRANTOR

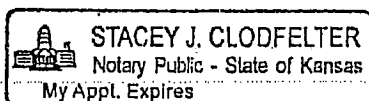
Ellis E. Charles
ELLIS E. CHARLES, TRUSTEE

Rhonda Jantzen
RHONDA JANTZEN, TRUSTEE

STATE OF KANSAS,)
COUNTY OF LYON.)

BE IT REMEMBERED that on this 11th day of April, 2013, before me the undersigned a Notary Public in and for the County and State aforesaid came ELLIS E. CHARLES and RHONDA JANTZEN, who are personally known to me to be the same persons who executed the above and foregoing FIRST AMENDMENT TO THE CHARLES FAMILY REVOCABLE TRUST and such persons duly acknowledged the execution of the same.

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



Stacey J. Clodfelter
NOTARY PUBLIC

My Appointment Expires: Oct. 29, 2016