Florance Shepherd,

To

The Public.

#334

Fee $.60 ✓

Filed for record the 11 day of February A. D. 1933 at 5:00 o'clock P. M.

Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

AFFIDAVIT

STATE OF IOWA, }
COUNTY OF MADISON } SS.

Florance Shepherd, being first duly sworn, deposes and says:

That I am the identical party who made, executed and delivered to the Equitable Life Insurance Company of Iowa, a certain deed, dated the 11th day of February, 1933, conveying the following described property, to-wit:

> The NW¼ of Section 22; Lots 6, 7 and 8 of the SW¼ of Section 22, more particularly described as commencing at the Northwest corner of said SW¼, thence South 76 rods, thence East 94 rods, thence North 76 rods, thence West 94 rods to place of beginning; also, a tract described as commencing at the Northeast corner of said SW¼, thence South 32 rods and 8 links, thence West 66 rods, thence North 32 rods and 8 links, thence East 66 rods to place of beginning; and the North West Quarter (NW¼) of the South East Quarter (SE¼) of Section 22, excepting therefrom 5 acres in the Southwest corner thereof 20 rods East and West and 40 rods North and South, all in Township 77 North, Range 28 West of the 5th P. M., Madison County, Iowa, containing 250 acres, more or less.

That the aforesaid deed was an absolute conveyance in effect as well as in form, and was and is not intended as a mortgage, trust conveyance or security of any kind, and that the consideration for said deed was the release and cancellation of the first mortgage held by the company aforesaid upon the real estate aforesaid, and the cancellation of all indebtedness owed by us, or any of us, or any one else, to said company on account of said mortgage and the debt secured thereby, including taxes, insurance premiums and all other sums

advanced or paid by said company on account of said mortgage.

That the execution and delivery of said deed was our voluntary act and deed, and was made for the reason that in our opinion the value of said real estate did and does not exceed the amount due on said mortgage, including interest, taxes and insurance premiums, and that the income from said real estate is insufficient to meet the expenses of carrying the same.

That there is no agreement, written or oral, between us and said company, or any of the representatives, officers, or agents of said company, to the effect that within any specified time, or at any time, the property aforesaid, or any part thereof, will be reconveyed to us, or any of us.

That we have not taken bankruptcy, or made an assignment for the benefit of creditors, within the past year, nor are we involved in any such proceedings in any way. That there are no unpaid bills for materials or labor which have been furnished within the last four months.

Florance Shepherd

Subscribed in my presence, and sworn to before me, this 11th day of February, 1933.

NOTARIAL SEAL

Charles D. Van Werden
Notary Public in and for Madison County, Iowa.