G. M. Titus

To
The Public

Fee $4.00

in and for said County and State,
Filed for record the 8 day of October A.D. 1945 at 8:23 o'clock A.M.
Pearl E. Shetterly, Recorder
Wilma K. Wade, Deputy

AFFIDAVIT

State of Iowa, Muscatine County, ss:

I, G. M. Titus, being first duly sworn, depose and say that I am President of Titus Loan & Investment Company of Muscatine, Iowa, a corporation under the laws of Iowa; that I was serving in that capacity April 1st, 1933.

That the attached copy of an agreement made with the holders of the notes secured by a first mortgage on 293 acres of land, more or less, in Madison County, Iowa, said mortgage bearing date October 18th, 1927, and recorded in Volume 81, Page 520, Records of said Madison County, Iowa, is an exact copy of the original agreement which is in possession of the said Titus Loan & Investment Company, and is marked Exhibit 'A' and made a part of this affidavit.

That in accordance with said agreement, the notes secured by all mortgages were surrendered to the Titus Loan & Investment Company, and by them cancelled and surrendered to C. E. Hamilton; and the mortgages securing said notes were released as shown by the abstract, which releases are recorded in Book 85 of Mtgs on pages 575 and 576.

Furthermore, that in pursuance of said agreement Edith D. Farlow and R. E. Farlow, wife and husband, deeded to Titus Management Company, as Trustee, the premises described in said agreement, as shown by Warranty Deed recorded in Book 70, Page 321, Records of Madison County, Iowa.

And in pursuance of said deed, the Titus Management Company, as Trustee, issued a Declaration of Trust, bearing date May 2nd, 1933, which is recorded in Book 70, Page 333, Records of said Madison County, Iowa, and certificates were issued to the parties named in said Declaration of Trust.

By reason of the death of some of the certificate holders and the transfer by the original owner of one of the certificates, which transfer has been approved by Titus Management Company, the present holders of certificates under the Declaration of Trust are as follows:

C. Eva Baker, 20 parts out of 76 parts,
C. T. McCabe, 6 parts out of 76 parts,
Nellie E. Pence, 1½ parts out of 76 parts,
Ira S. Boney, 1½ parts out of 76 parts,
Joseph M. Boney, 1½ parts out of 76 parts,
Roy W. Boney, 1½ parts out of 76 parts,
Muscatine Bank & Trust Co., Trustee, 7-1/3 parts out of 76 parts,
Minnie Wittich, 3-2/3 parts out of 76 parts,
Anna Liebbe, 5 parts out of 76 parts,
Berks County Trust Company, Trustee, 4 parts out of 76 parts,
Board of Trustees of Evangelical Lutheran Society for Christian Charities, 4 parts out of 76 parts,
L. R. Henderson and Maud Henderson, or either of them, or survivor, 4 parts out of 76 parts,
G. M. Titus or G. R. Titus, or either of them, or the survivor, 3 parts out of 76 parts,
Grace Friederichsen, 2 parts out of 76 parts,
A. J. Bauerbach and Marie Bauerbach, or either of them, or survivor, 2 parts out of 76 parts,
Powell Timm, 1 part out of 76 parts,
August P.F. Silberhorn, 1 part out of 76 parts.
Gabe Bowman, 7 parts out of 76 parts,

That the original of the attached copy of Consent Agreement, bearing date August 25th, 1943, has been signed by holders of 67 parts out of 76 parts; and the deed has accordingly been executed by the Titus Management Company, Trustee, to M. L. Haines.

That the said certificate holders also executed a Management Agreement, and the said Titus Management Company has been managing said farm since the date of said Declaration of Trust, and the said Declaration of Trust is still in force, has not been terminated either by Titus Management Company or the certificate holders, and they so state in their Consent Agreement.

Witness my hand this 31 day of Aug 1945.

C M Titus

Subscribed and sworn to before me by the said C. M. Titus this 31st day of August, 1943.

(Notarial Seal)

I. M. Herwig Notary Public in and for said County and State.

EXHIBIT 'A'
AGREEMENT

Whereas, on or about October 25th, 1922, C. E. Hamilton and Prudence H. Hamilton, his wife, executed a mortgage to secure Forty Four Thousand ($44,000.00) Dollars, due in five years, at six (6%) per cent, covering the following described land in Madison County, Iowa, to-wit:

> The South West quarter of the South East quarter of Section Thirty (30), and the North East quarter of Section Thirty One (31), (except a tract described as follows:- Commencing at a point on the north line of the Right of way of the C.R.I.& P.Railway Company at the intersection therewith of the east line of East Tenth Street, in the City of Winterset, Iowa, said point being at or near the South West corner of the North East quarter of Section Thirty One (31), running thence North along the East line of East Tenth Street, two hundred fifty-eight (258) feet to a point opposite the South line of Filmore Street, in said city, thence East sixty-nine rods to a point two hundred fifty-four feet North of the North line of said Right of wey, thence South to the North line of said Right of way, thence West along said Right of way to the place of beginning; also except the Right of Way of the C.R.I.& P. Railway Company, as the same now runs across and through said North East quarter and except two and three-tenths acres in the North West corner of said Section Thirty One (31), and all that part of the North West quarter of Section Thirty Two (32) lying North and West of the Right of way of the C.R.I. & P. Railway Company, the above described land all being in Township Seventy Six (76) North, Range Twenty Seven (27) West of the Fifth Principal Meridian, and containing 293 acres, more or less,

which said mortgage was recorded in Book 83, of the records of Madison County, Iowa, at page 452, and the said notes were also signed by J. E. Hamilton and Catherine Hamilton, his wife, and

Whereas, on or about October 18, 1927, the said mortgage loan was renewed for the sum of Thirty Eight Thousand ($38,000.00) Dollars and the mortgage renewing the same executed by C. E. Hamilton and Prudence H. Hamilton, husband and wife, and the notes were also signed by J. E. Hamilton and Catherine Hamilton, his wife, covering the same premises, which renewal mortgage is recorded in Book 81, at page 520 of said Madison County records, and

Whereas, R. E. Farlow and Edith M. Farlow, his wife, of Winterset, Iowa, on or about December 12, 1930, purchased said farm subject to said Thirty Eight Thousand ($38,000.00) Mortgage, and a second mortgage for Fifty Five Hundred ($5500.00) Dollars covering the same premises, said farm being purchased under contract, and

Whereas, the report comes from C. E. Hamilton that the said Farlow is not meeting his payments on his contract, and the first and second mortgages have defaulted in the matter of interest and the payment of taxes on said premises, and

Whereas, the said notes secured by said Thirty Eight Thousand ($38,000.00) Dollar mortgage were sold out to the following named persons in the denominations named as follows:

C. Eva Beker	$10,000.00
C. T. McCabe	3,000.00
Thompson Boney	3,000.00
George M. Wittich	5,500.00
Henry Liebbe	2,500.00
Berks County Trust Company, Trustee	2,000.00
Cabe Bowman	3,500.00
Evangelical Lutheran Society for Christian Charities	2,000.00
L. R. Henderson	2,000.00
Louise F. Hudson	1,500.00
Grace Friederichsen	1,000.00

A. J. Bauerbach 1,000.00
Powell Timm 500.00
August P.F. Silberhorn, 500.00

Whereas the said C. E. Hamilton has arranged with said Farlow to turn over said farm, subject to the unpaid taxes, to the said note holders, and

Whereas at a meeting of the holders of the foregoing described notes, held at the office of the Titus Loan & Investment Company at 10 o'clock on Saturday, April 1st, 1933, and those present deciding to accept the proposition of the said C. E. Hamilton and R. E. Farlow and Edith M. Farlow,

Now, Therefore, This Agreement, WITNESSETH: That the said note holders as parties of the first part authorize the Titus Loan & Investment Company to secure the title to the foregoing described premises from C. E. Hamilton and Wife and R. E. Farlow and wife, in the name of Titus Management Company, Trustee, for said beneficiaries on the best possible terms that can be had, and if necessary the said Titus Loan & Investment Company can secure said title subject to the unpaid taxes but are to secure the rent, if possible, for the year 1933, and some settlement, if possible, in relation to the payment of any rents and taxes for the year 1932.

It is understood that said Titus Loan & Investment Company will use their best efforts to make the best settlement they can, but are authorized to take the title subject to unpaid taxes if necessary, and lease the farm to Mr. Farlow for the year ending March 1st, 1934.

In view of the fact that the Titus Loan & Investment Company have made various trips to interview the said Farlow and said Hamilton in order to get a settlement and have done their work without charge, and

Whereas the making of this settlement will involve a trip to the farm or to Des Moines, where C. E. Hamilton is now located, it is agreed that the compensation to said Titus Loan & Investment Company for securing the title, subject to the unpaid taxes, or a better settlement, shall be Twenty Five ($25.00) Dollars per day and expenses for the time they are absent from the office, but if two of the office force of the Titus Loan & Investment Company shall make the trip to consummate such settlement it shall not increase the per diem pay. The compensation for the securing of the title shall be independent of any management agreement that is made with Titus Management Company as trustee to manage said farm for the year 1933 and subsequent years. In other words, the special per diem stipulation herein mentioned, it is understood, is compensation for making this settlement. It is understood that Titus Loan & Investment Company holds a second mortgage of Fifty Five Hundred ($5500.00) Dollars on said premises, which said mortgage is to be released if the title is transferred to Titus Management Company as trustee.

It is also agreed that it shall be optional with the beneficiaries herein whether they pay their proportionate or per diem charge at this time or permit it to be a charge and lien against the respective shares of the beneficiaries or note holders. It is also agreed that if Titus Loan & Investment Company shall collect sufficient cash from said C. E. Hamilton and R. E. Farlow and Edith M. Farlow that they may retain their per diem and expense from the funds so collected, and if not so collected to be entered as a part of the charges referred to in the Management Contract with Titus Management Company.

Witness our hands this 1st day of April, 1933.

Geo.W. Wittich
Gebe Bowman
A.J.Bauerbach
C. T. McCabe & Emma McCabe
Cora E. Baker
C. Eva Baker
Grace M. Friererichsen
Aug. P.F. Silberhorn
Louise F. Hudson, By Geo. Hudson
Henry Liebbe - Anna Liebbe, By H. W. Paetz.
Powell Timm. By C. M. Timm, Trustee

O.K. Klussman
Elda W. Speidel
Elda W. Speidel

L. R. Henderson
Thompson Boney
Evangelical Lutheran Society for Christian Charities, Carl M. Timm, Trustee
Berks County Trust Co., Trustee of John Musser Frame u/w Lizzie A. Frame
By J. H. Mull, Vice President
Attest: W. I. Dickenson, Treasurer

Titus Loan & Investment Co.,
By G. M. Titus, Pres.

CONSENT AGREEMENT ON SALE OF C. E. HAMILTON FARM.

WHEREAS, on or about May 2nd, 1933, the Titus Management Company issued a Declaration of Trust covering the following described premises in the County of Madison, State of Iowa, to-wit:

The South West quarter of the South East quarter of Section Thirty (30), and the North East quarter of Section Thirty One (31), (except a tract described as follows:- Commencing at a point on the North line of the Right of way of the C. R. I. & P. Railway Company at the intersection therewith of the east line of East Tenth Street, in the city of Winterset, Iowa, said point being at or near the South West corner of the North East quarter of Section Thirty One (31), running thence North along the East line of East Tenth Street two hundred fifty-eight (258) feet to a point opposite the South line of Fillmore Street in said city, thence East sixty-nine rods to a point two hundred fifty-four feet North of the North line of said Right of way, thence South to the North line of said Right of way, thence West along said Right of way to the place of beginning; also except the Right of way of the C.R.I. & P. Railway Company as the same now runs across and through said North East quarter and except two and three-tenths acres in the North West corner of said Section Thirty One (31), and all that part of the North West quarter of Section Thirty Two (32) lying North and West of the Right of Way of the C.R.I. & P. Railway Company, the above described land all being in Township Seventy Six (76) North, Range Twenty Seven (27) West of the Fifth Principal Meridian, and containing 295 acres, more or less;

which Declaration of Trust is recorded in Book 70, page 333, of the records of Madison County, Iowa, and certificates under said Declaration of Trust were issued as follows:

C. Eva Baker and Cora E. Baker, or either of them, or survivor, 20 parts out of 76 parts,
C. T. McCabe or Emma McCabe, or either of them, or survivor, 6 parts out of 76 parts,
Thompson Boney, 6 parts out of 76 parts,
Geo. M. Wittich, 11 parts out of 76 parts,
Henry Liebbe and Anna Liebbe, or either of them, or survivor, 5 parts out of 76 parts,
Berks County Trust Company, Trustee, 4 parts out of 76 parts,
Gabe Bowman, 7 parts out of 76 parts,
Board of Trustees of Evangelical Lutheran Society for Christian Cherities, 4 parts out of 76 parts,
L. R. Henderson and Maud Henderson, or either of them, or survivor, 4 parts out of 76 parts,
Louise F. Hudson, 3 parts out of 76 parts,
Grece Friederichsen, 2 parts out of 76 parts,
A. J. Beuerbach and Marie Beuerbach, or either of them, or survivor, 2 parts out of 76 parts,
Powell Timm, 1 part out of 76 parts,
August P. F. Silberhorn, 1 part out of 76 parts,

By the terms of said Declaration of Trust when 55 parts out of 76 parts consent to the sale of said premises, the said Trustee agrees to make such conveyance; and

WHEREAS, by reason of the death of some of the certificate holders and the transfer by the original owner of one of the certificates, which transfer has been approved by Titus Management Company, the present holders of certificates under the Declaration of Trust are as follows:

C. Eva Baker, 20 parts out of 76 parts,
C. T. McCabe, 6 parts out of 76 parts,
Nellie E. Pence, 1½ parts out of 76 parts,
Ira S. Boney, 1½ parts out of 76 parts,
Joseph M. Boney, 1½ parts out of 76 parts,
Roy W. Boney, 1½ parts out of 76 parts
Muscatine Bank & Trust Co., Trustee of the
Geo. M. Wittich Estate, 7-1/2 parts out of 76 parts
Minnie Wittich, 5-2/3 parts out of 76 parts,
Anna Liebbe, 5 parts out of 76 parts,
Berks County Trust Company, Trustee, 4 parts out of 76 parts,
Gabe Bowman, 7 parts out of 76 parts,
Board of Trustees of Evangelical Lutheran Society for Christian Cherities, 4 parts out of 76 parts,
L. R. Henderson and Maud Henderson, or either of them, or survivor, 4 parts out of 76 parts,
G. M. Titus, or G. R. Titus, or either of them, or the survivor, 3 parts out of 76 parts,
Grece Friederichsen, 2 parts out of 76 parts,
A. J. Beuerbach and Marie Beuerbach, or either of them, or survivor, 2 parts out of 76 parts,
Powell Timm, 1 part out of 76 parts,
August P. F. Silberhorn, 1 part out of 76 parts,

WHEREAS, ON OR ABOUT July 7th, 1943, M. L. Haines of Lewiston, Idaho, agreed to purchase said premises at the price and sum of Thirty Six Thousand ($36,000.00) Dollars; Thirty Six Hundred ($3,600.00) Dollars at the time of the execution of the contract, and the balance of Thirty Two Thousand Four Hundred ($32,400.00) Dollars on or before August 1st, 1943. Possession of said premises to be given on or about August 1st, 1943, subject to the lease of the tenant,

R. E. Farlow, for the year ending February 29th, 1944, which lease and rent notes are to be assigned to the purchaser. Said premises to be clear of all liens and incumbrances, and the insurance policies assigned to said M. L. Haines without charge.

Now, Therefore, we, the undersigned certificate holders issued under the terms and conditions of the foregoing described Declaration of Trust, which is still in force and effect, not having been terminated by the Trustees or the beneficiaries thereunder, state that the said Declaration of Trust was issued in response to our written request to the said Titus Management Company, and they were authorized to cancel the mortgage and issue certificates in lieu of our notes, which have been surrendered to the said Titus Management Company. We hereby consent to the sale of said premises on the terms above named, and authorize the Titus Management Company, Trustee to execute deed to said M. L. Haines upon completion of the contract of sale on or about August 1st, 1943. Upon the completion of said contract and the receipt of the purchase price, we each and severally agree to surrender our certificates under said Declaration of Trust to the said Titus Management Company, upon the payment to us of the proportionate share of said proceeds.

We also authorize the said Titus Management Company to assign to the purchaser the lease on said premises for the year ending February 29th, 1944, with the understanding that any expense incurred for said rental year and paid for by the Titus Management Company; said purchaser shall refund.

It is also understood and agreed that the said Trustee is authorized to deduct from said proceeds the commission of Ten Hundred Eighty ($1,080.00) Dollars for the sale of said land, the revenue stamps on the deed, the expense of continuation of abstract and any other expense in connection with said abstract.

In witness whereof we have hereunto subscribed our names this 25th day of August, 1943.

Berks County Trust Company, Trustee
by W. S. Dickinson Vice-President
by John F. Cooney Trust Officer
L. R. Henderson
Maude Henderson
C. T. McCabe
Minnie Wittich
Aug. P.F. Silberhorn
Evangelical Lutheran Society
For Christian Charities,
By Elmer Nicholson, Supt.
Powell Timm, By Carl M. Timm, Trustee

C. Eva Baker
A. J. Bauerbach
Marie F. Bauerbach
Nellie E. Pence
C. M. Titus
C. R. Titus
Ira Boney
Anne Liebbe
Joseph M. Boney
Roy W. Boney
Muscatine Bank And Trust Company,
Trustee of the George M. Wittich Estate,
By W. F. Siemers, Assistant Cashier

(CORPORATE SEAL)

STATE OF PENNSYLVANIA, BERKS COUNTY, ss:

On this 19th day of July A.D. 1943, before me a Notary Public in and for Berks County, Pennsylvania, personally appeared W. S. Dickinson and John F. Cooney to me personally known, who, being by me duly sworn, did say that the said W. S. Dickinson is the Vice-President and John F. Cooney is the Trust Officer of the Berks County Trust Company, a corporation; that the seal affixed to the foregoing instrument is the 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 W. S. Dickinson and John F. Cooney acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, as Trustee, by each of them and it voluntarily executed.

Witness my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Raymond B. Hilbert, Notary Public
in and for Berks County, State of Pennsylvania.
My Commission expires May 6, 1944.

STATE OF IOWA, Muscatine County, ss:

BE IT REMEMBERED, That on the 20th day of September A.D. 1943, before the undersigned, a Notary Public in and for Muscatine County, Iowa, personally appeared L. R. Henderson, Maude Henderson, C. T. McCabe, Minnie Wittich, Aug. P. F. Silberhorn (who is the same person as August P. F. Silberhorn), Elmer S. Nicholson, as Supt. of the Evangelical Lutheran Society

for Christian Charities, Carl M. Timm, as Trustee for Powell Timm, C. Eva Baker, A. J. Bauerbach, Marie F. Bauerbach, Nellie E. Pence, C. M. Titus, C. R. Titus, Ira Boney, (who is the same person as Ira S. Boney), Anne Liebbe, Joseph M. Boney, Roy W. Boney, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledged the execution of said instrument to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

Witness my hand and Notarial Seal the day and year last above written.

(Notarial Seal) I. M. Herwig Notary Public in and for said County and State.

STATE OF IOWA, MUSCATINE COUNTY, SS:

BE IT REMEMBERED, That on this 20th day of September A.D. 1943, before the undersigned, a Notary Public in and for Muscatine County, Iowa, personally appeared W. F. Siemers to me personally known, who being by me duly sworn did say that he is Assistant Cashier of Muscatine Bank and Trust Company, a corporation; that the seal affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said W.F. Siemers, as Assistant Cashier of said corporation, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, as Trustee of the George M. Wittich Estate, by it voluntarily executed.

(Notarial Seal) COMPARED I. M. Herwig Notary Public in and for said County and State.

CLERK OF DISTRICT COURT