in and for Dallas County, Iowa.

Etta Gilbert and Cleo Marie Libby
To
C. H. Gilbert

#2211

Fee $1.30 ✓

Filed for record the 19 day of June A.D. 1944 at 1:45 o'clock P.M. ✓

Pearl E. Shatterly, Recorder
Wilma M. Wade, Deputy

POWER OF ATTORNEY

Know all men by these presents: That, we, Etta Gilbert and Cleo Marie Gilbert, both of Madison County, Iowa, for value received, and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is acknowledged, do hereby grant, sell, transfer and deliver to C. H. Gilbert, of Madison County, Iowa, the following personal property, to wit:

all the cattle which we own, consisting of 100 head of cows, more or less, mostly Herefords, but some of other breeds or mixed breeds, and of mixed ages, and all the calves belonging to said cows, and 50 head of hearling cattle, heifers and steers;

all the hogs which we own, consisting of 50 pigs, more or less, farrowed in the spring of 1944, and 30 sows, more or less, said hogs being of mixed sizes and breeds, but mostly Duroc Jersey breed, and boars;

39 head of ewes;

1 team of mules and 1 saddle horse;

together with all increase of said cattle, hogs and sheep; said cattle, hogs, sheep, mules and horse being located in Madison County, Iowa, and being kept part of the time on land of which E. S. Gilbert died seized, described as SW¼ of the SE¼, and West 15 acres of the NW¼ of the SE¼, and the SE¼, all in Section 25, Township 74 North, Range 29 West of the 5th P.M. and E½ of the NE¼ and N½ of the NW¼ and NW¼ of the NE¼ of Section 36, Township 74 North, Range 29 West of the 5th P.M., and Fractional W½ of the NW¼ of Section 31, Township 74 North, Range 28 West of the 5th P.M., and NE¼ of the NW¼ of Section 35, Township 74 North, Range 29 West of the 5th P.M., in which E. S. Gilbert owned a one-half interest and said C. H. Gilbert a one-half interest, and part of the time on land owned by said C. H. Gilbert, described as SE¼ of Section 26, and N½ of the NW¼ of Section 34, and SW¼ of Section 27, all in Township 74 North, Range 29 West of the 5th P.M.; and we grant and give to said C. H. Gilbert full and complete authority and power to deal with said livestock as our agent, and trade or sell or

encumber the same, as our agent and attorney in fact.

Part of the consideration for this instrument is the agreement by said C. H. Gilbert that he will pay, out of the proceeds of sale of said property, all taxes which now are or hereafter shall become due and payable on the said land hereinbefore described as being land of which E. S. Gilbert died seized, and also on 5 acres in Union County, Iowa, of which said E. S. Gilbert died seized, described as West 5 acres of East Half of Northeast Quarter of Northeast Quarter of Section 3, Township 73 North, Range 29 West of the 5th P.M., and also personal taxes on said personal property hereinbefore described, and on any other personal property of said Etta Gilbert and/of Cleo Marie Libby used in farming operations on said land, and also cost of insurance on the buildings on said premises, and will pay, out of the proceeds of said personal property, living expenses of said Etta Gilbert and Cleo Marie Libby so long as they continue to reside on the said premises hereinbefore described, but not any living expenses contracted for living elsewhere, and will also pay for the proper expenses of feeding or attending said livestock or veterinary expenses for the same, and will also pay two checks of said Cleo Marie Libby to Speigel, May Stern Co., or Spiegels, for about $100.00 each, but said C. H. Gilbert does not agree to pay any of said taxes, living expenses or checks except out of proceeds realized from the sale of said livestock hereinbefore mentioned; and it is part of the agreement that whenever C. H. Gilbert has on hand sufficient proceeds from the sale of said livestock to pay all of such taxes which are due and payable in the year which is then current and also all of such taxes which will be due and payable in the succeeding year, and also cost of insurance on the buildings on said premises for at least two years in advance, he may pay to said Etta Gilbert and also to Cleo Marie Libby such amounts from the proceeds of the sale of such livestock as he may think proper from time to time, and shall pay to them the final balance of such proceeds when all of said livestock with any increase thereof and substitutions therefor shall be all sold, the payment to them being on the basis of the respective interests which said Etta Gilbert and Cleo Marie Libby have in said livestock, one-third and two-thirds, respectively. It is understood and agreed that C. H. Gilbert shall not be liable for payment of rent for any use of any of the said premises for any of said livestock or for any feed or produce for said livestock obtained from said premises, but may buy feed or rent pasture for said livestock, if in his judgment necessary, and pay therefor out of the proceeds. It is understood that Harry E. Saxton, who holds title to said real estate of which E. S. Gilbert died seized, is about to enter Army service, and is leaving the use of said premises to said Etta Gilbert and Cleo Marie Libby in the same way as in the past, without any rent therefor, as long as he is in military service, and by the agreements hereinbefore referred to, provision is made for the payment of taxes on said premises, and also insurance premiums, and for living expenses of said Etta Gilbert and Cleo Marie Libby, so long as the proceeds of said livestock, and the increase thereof or substitutions therefor, shall be sufficient for the purpose; but C. H. Gilbert is to have no obligation to pay any of the items mentioned herein, except out of the proceeds of such livestock and the increase thereof and substitutions therefor. If any encumbrance should be placed on said livestock, the proceeds shall be treated the same as proceeds of sale.

Etta Gilbert and Cleo Marie Libby each, makes this instrument to cover all her interests in the matters involved, separately, as well as together.

As the result of this agreement shown by this instrument, C. H. Gilbert receives the right to deal with said personal property, so that he shall have full and exclusive power to deal with the same, trade, encumber or sell the same, and receive all proceeds therefrom, but the beneficial interest in the same is in Etta Gilbert and Cleo Marie Libby as their interests appear as expressed herein. The power herein granted shall not be revoked until provision is made for said taxes, insurance, and any costs of feeding or keeping said livestock, but, on the

death of said C. H. Gilbert the executor or administrator of his estate, shall close up this matter, but shall have no ownership of said livestock, nor shall any heirs or beneficiaries of C. H. Gilbert take any rights in any of said livestock by reason of this arrangement.

Dated June 19th, 1944.

Etta Gilbert
Cleo Marie Libby

State of Iowa Madison County }ss:

On this 19th day of June, 1944, before me, the undersigned, a notary public in and for Madison County, Iowa, personally appeared Etta Gilbert, single, and Cleo Marie Libby, single, each to me personally known, and to me known to be the persons named in and who executed the above and foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial seal this 19th day of June, 1944.

Daniel J. Gallery