

FILED NO. 83

REC. 10.00

BOOK 43 PAGE 545

R.M.F. \$ 1.00

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER ✓
RECORDED ✓
COMPALED ✓

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072
Telephone (515) 758-2267

AFFIDAVIT

STATE OF IOWA :
 : SS
MADISON COUNTY :

I, Fletcher F. Jennings, being first duly sworn on oath depose and state as follows, for the purpose of clarifying the record chain of title to the following described real estate, to-wit:

The Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Two (2), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except one acre described as follows: Commencing 20 feet West of the Southeast corner of said Section Two (2), thence North 16 rods, thence West 10 rods, thence South 16 rods, thence East 10 rods to the place of beginning, also except a strip of land commencing at the Southeast corner of said Section Two (2), thence North 80 rods, thence West 20 feet, thence South 80 rods, thence East 20 feet to the place of beginning.

I have resided in Madison County, Iowa, continuously for over thirty (30) years, and presently reside at 3687 Old Portland Road, Van Meter, Madison County, Iowa. During the year of 1972, I was duly licensed to sell real estate in the State of Iowa, and I maintained a business office in DeSoto, Iowa. I know the following of my own personal knowledge with respect to the above described real estate:

1. R. Lloyd McClurg and Ila M. McClurg, husband and wife, as Sellers, sold the above described real estate to Neil Edwards, as Buyer, pursuant to installment real estate contract dated August 31, 1972. The contract was recorded on February 2, 1973 in Book 102 at Page 722 in the Office of the Recorder of Madison County, Iowa. R. Lloyd McClurg, Ila M. McClurg, and Neil Edwards all appeared together before me and executed the contract in my presence on August 31, 1972. As a Notary Public in and for the State of Iowa, I received the acknowledgments of their signatures, respectively, on said contract.

2. The real estate contract referred to in the preceding paragraph of this affidavit was initially drafted to include Barbara Edwards as a Co-Buyer of the real estate along with Neil Edwards. The Buyers' names were listed on the initial draft of the contract as follows:

"Neil Edwards and Barbara Edwards, husband and wife, as joint tenants, not as tenants in common, with full right of survivorship".

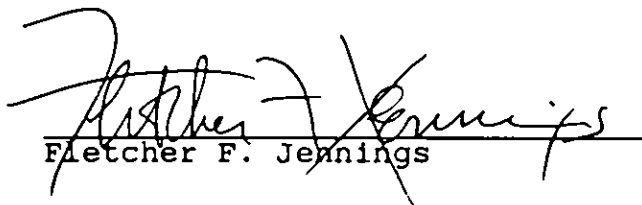
#2. Affidavit

After the initial draft of the contract was prepared, I was informed that Barbara Edwards was not purchasing any interest in the above described real estate, and that Neil Edwards was the only Buyer. Prior to closing, I revised the initial draft of the real estate contract by deleting the name of Barbara Edwards as a Co-Buyer of the real estate, and by deleting the statement that Neil Edwards and Barbara Edwards were Buyers as husband and wife and as joint tenants and not as tenants in common, with full right of survivorship. I further deleted the name of Barbara Edwards from the signature portion of the contract, and from the acknowledgment. The name of Neil Edwards was left on the contract as sole Buyer. I made the revisions by drawing a heavy ink line over the names and phrases being deleted. The revisions were made prior to execution of the real estate contract by any party.

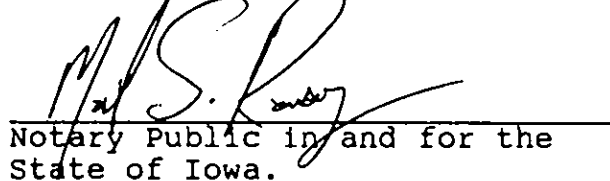
3. As stated in paragraph 1 of this affidavit, R. Lloyd McClurg, Ila M. McClurg, and Neil Edwards all appeared before me on August 31, 1972 and executed the real estate contract referred to herein. The parties did not intend for Barbara Edwards to sign the real estate contract as a Co-Buyer, and Barbara Edwards in fact did not sign the contract. Neil Edwards signed the real estate contract as sole Buyer. Barbara Edwards was not present when the contract was signed.

4. When the abstract of title to the above described real estate was last continued, the abstracter mistakenly ignored the deletion of Barbara Edwards' name from the real estate contract as well as the absence of her signature from the contract. The last continuation mistakenly shows both Neil Edwards and Barbara Edwards as Buyers of the real estate, thereby clouding the chain of title thereto. This affidavit is made in response to the mistake in abstracting, and is further made to clarify that Neil Edwards was sole Buyer of the real estate as is shown by close inspection of the real estate contract recorded in Book 102 at Page 722 in the Office of the Recorder of Madison County, Iowa.

The matters set forth herein are matters of which I have personal knowledge. The statements and allegations contained herein are, to the best of my knowledge, true and correct as I verily believe.


Fletcher F. Jennings

Subscribed and sworn to before me and in my presence by the said Fletcher F. Jennings this 9th day of July, 1996.


Notary Public in and for the State of Iowa.

