



AFFIDAVIT OF POSSESSION

FILED NO. 1092

TO WHOM IT MAY CONCERN:

BOOK 39 PAGE 760

STATE OF IOWA

Completed

90 NOV 20 PM 1: 35

MADISON COUNTY } ss.

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$ 10.00

The undersigned first being duly sworn (or affirmed) upon oath deposes and states:

That Keith A. Holtmyer

are now the record titleholders of the following described real estate situated in Madison County, to-wit:

Commencing at the Northeast corner of Lot Eight (8) Block Five (5) of Pitzer & Knight's Addition to the Town of Winterset, Madison County, Iowa, and running West 54 feet, thence South 44 feet, thence East 54 feet, thence North 44 feet to the place of beginning,

That said Keith A. Holtmyer

are now in complete actual and sole possession of all of said real estate except as may be herein stated. That this affidavit is made from the personal knowledge of the undersigned who is familiar with said real estate, its titleholders, and its parties in possession; and is for the purpose of confirming title to the above described real estate under the provisions of Section 614.17, Code of Iowa, and other statutes relative thereto.

Attached hereto is a Sworn Statement in Proof of Loss executed by James McDonald in which he has assigned and transferred to LeMars Mutual Insurance Company all claims and demands arising out of an automobile accident in which judgment was entered against Keith A. Holtmyer and Crystal S. Holtmyer in Appearance Docket 50 at Page 159.

Words and phrases herein, including jurat and marginal entry hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Dated this 19th day of November, 1990

Keith A. Holtmyer
Keith A. Holtmyer

Subscribed in my presence and sworn to (or affirmed) before me by the said affiant this 19th day of November, 1990

William L. Davis
William L. Davis, Notary Public in and for the State of Iowa

POWER OF ATTORNEY

The undersigned, owner in possession of said property as above stated, hereby directs that this affidavit be filed of record and hereby appoints the County Recorder of the County wherein said land is situated as the authorized attorney in fact to file same.

If the Power of Attorney is granted by a Corporation
attach corporate acknowledgment (Official Form No. 12).

Keith A. Holtmyer
Keith A. Holtmyer, Owner in Possession

STATE OF IOWA, MADISON COUNTY, ss:

On this 19th day of November, 1990, before me, the undersigned, a Notary Public in and for

the State of Iowa, personally appeared Keith A. Holtmyer to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

William L. Davis
William L. Davis, Notary Public in and for the State of Iowa

The use of the Power of Attorney with acknowledgment is optional and may be omitted if the affidavit is filed by the owner in possession as named in the affidavit.

MARGINAL ENTRY

STATE OF IOWA, COUNTY OF MADISON, ss:

The undersigned Recorder in and for said County in the State aforesaid, hereby certifies that the foregoing affidavit was filed in the said Recorder's Office by the owner in possession as named in said affidavit or by his attorney in fact as shown by the records; and duly recorded and entered on the records thereon on the 20 day of NOVEMBER, 1990

Mary E. Welty
Recorder.

FILE NO. D1889-4627
 POLICY COVERAGE AT TIME OF LOSS Collision
 DATE ISSUED 7-20-88
 DATE EXPIRES 7-20-89

Sworn Statement
 IN
PROOF OF LOSS
 (AUTOMOBILE)

POLICY NO. PR0002889 CTF NO.
 COMPANY CLAIM NO.
 AGENT Madison Landy Ins.
 AGENCY AT Winterset, IA

To the Lemars Mutual Insurance Company
 of Lemars, IA By your policy of insurance described above,
 you insured James Mc Donald
 (HEREINAFTER CALLED THE INSURED) AGAINST LOSS OR DAMAGE TO THE AUTOMOBILE DESCRIBED AS FOLLOWS:

MAKE	TYPE OF BODY	YEAR MODEL	SERIAL NUMBER	MOTOR NUMBER
<u>Olds</u>	<u>Cutlas Ciera Brok</u>	<u>1987</u>	<u>26-3AMS1W2A4</u>	<u>9341362</u>

DATE OF LOSS A loss occurred on the 18 day of _____ 19__ about the hour of ___ o'clock __ m., which loss upon best knowledge and belief of insured was caused by _____

CAUSE LOCATION OWNERSHIP When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows:

VALUE (if a total loss)	The actual cash value of above described automobile at the time of said loss	<u>\$8600.00</u>
WHOLE LOSS	THE ACTUAL LOSS AND DAMAGE to above described automobile was	<u>\$ Totalled</u>
DEDUCTIBLE AMOUNT	The deductible provision applicable to this loss	<u>\$ 100.00</u>
CLAIMED	AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement	<u>\$ 6,349.00</u>

Salvage Retained by Insured for \$ 156.00

CERTIFICATE OF SATISFACTION & AUTHORIZATION TO PAY The loss or damage for which this claim is made has been made good to my entire satisfaction and I hereby release and discharge the COMPANY from all claims for loss or damage resulting from the above described loss and authorize payment of the above described amount to James Mc Donald United Federal Savings Bank whose receipt for same shall be a complete acquittance.

SUBROGATION The insured hereby, covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to said COMPANY to the extent of the payment herein made each and all claims and demands against any, other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said COMPANY is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid the aforesaid.

STATEMENTS OF INSURED The said loss did not originate by any act, design or procurement on the part of the insured or this affiant; nothing has been done by or with the privity or consent of insured as this affiant, to violate the conditions of this policy, or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

Date _____
 Witness _____ Insured James Mc Donald
 Subscribed and sworn to me this 27 day of July 19 89