Compared

FILED NO. 1874
BOOK 117 PAGE 680

1984 APR 18 PM 12:31

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $9.00

3 pgs.

A G R E E M E N T

THIS AGREEMENT made and entered into by and among UNION STATE BANK, GEORGE C. NAGEL and GINGER LEE NAGEL, husband and wife, RONALD WELCH and CONNIE WELCH, husband and wife, and EARL W. LYDDANE, single.

WHEREAS, George C. Nagel and Ginger Lee Nagel are the owners of the following-described real estate:

> The South 32 Rods of the West 25 Rods of the Southwest Fractional Quarter (SW Fr.¼) of Section Thirty-one (31) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., except the West 187½ feet of the North 315 feet of the South 32 Rods of the West 25 Rods of the Southwest Fractional Quarter (SW Fr.¼) of said Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M.,

which is being purchased on contract from Virgil E. Smith and Laurine Smith, husband and wife, and Union State Bank; and

WHEREAS, Ronald Welch and Connie Welch are the owners of the following-described real estate:

> The West 187½ feet of the North 315 feet of the South 32 Rods of the West 25 Rods of the Southwest Fractional Quarter (¼) of Section Thirty-one (31) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, subject to easement for public highway on the West Side and easements of record,

which is being purchased on contract from Earl W. Lyddane; and

WHEREAS, the parties desire to enter into this Agreement to determine the boundary lines of both of the above-described parcels of real estate in reference to the boundary lines of the right of way of County Road P-57 and Iowa Highway No. 92.

NOW THEREFORE, IT IS AGREED as follows:

1. The parties agree that the boundary of both of the above-described parcels of real estate shall be determined and measured from the North boundary line of the right of way of Iowa Highway No. 92 and the East boundary line of County Road P-57.

2. The parties further agree that the East boundary line of the right of way of County Road P-57 shall be, for purposes of this Agreement, determined to be 30 feet East of the West line of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

3. The parties further agree that the North boundary line of the right of way of Iowa Highway No. 92 shall be, for purposes of this Agreement, determined to be 60 feet North of the South line of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

DATED this 16 day of ~~January~~ February, 1984.

UNION STATE BANK

By G. L. Leeper
G. L. Leeper, President

George C. Nagel
George C. Nagel

Ronald Welch
Ronald Welch

Ginger Lee Nagel
Ginger Lee Nagel

Connie L. Welch
Connie Welch

Earl W. Lyddane
Earl W. Lyddane

STATE OF IOWA :
: ss
COUNTY OF MADISON:

On this 18th day of ~~January~~ April, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared G. L. Leeper, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said G. L. Leeper as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa.

STATE OF IOWA :
: ss
COUNTY OF MADISON:

On this 18 day of ~~January~~ April, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George C. Nagel and Ginger Lee Nagel to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

JERROLD B. OLIVER
MY COMMISSION EXPIRES
August 26, 1985

Notary Public in and for the State of Iowa.

STATE OF IOWA :
: ss
COUNTY OF MADISON:

On this 16th day of ~~January~~ February, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ronald Welch and Connie Welch to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Dean R. Nelson
Notary Public in and for the State of Iowa.

STATE OF IOWA :
: ss
COUNTY OF MADISON:

On this 30th day of ~~January~~ March, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Earl W. Lydiane 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.

Linda L. Schiebel
Notary Public in and for the State of Iowa.