at the Northeast corner of the real estate owned by Second Parties as described above and running thence West sixty (60) rods.

3. It is agreed that that part of the partition fence to be built by First Party shall not be regarded as the division line between the real estate owned by the parties hereto, but shall in fact be built along the bank of the ditch following the division line as closely as possible.

4. Each of the parties hereto agree that this fence division agreement shall be binding on their heirs and successors in title and no change in any of the terms and conditions shall be binding on either of the parties unless reduced to writing and signed by the parties or their successors in interest.

Oscar A. Tuttle
Oscar A. Tuttle

V. M. Ritter
Vern M. Ritter
Kenneth E. Ritter
Kenneth E Ritter

STATE OF IOWA MADISON COUNTY) ss

On this 22nd day of April, 1960, before me, the undersigned, a Notary Public in and for said County, personally appeared Oscar A. Tuttle, Vern M. Ritter and Kenneth E. Ritter, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Robert O. Frederick Notary Public in and for Madison County, Iowa.

Walnut Twp. Trustees #1654 Filed for record the 27 day of March
To A. D. 1961 at 9:00 o'clock A.M.
Russell D. Richards & wife VJS
and Henry Iiams Fee $1.60 Mary E. Welty, Recorder

ORDER OR DECISION - Fenceviewers Proceedings

Walnut Township, Madison County, State of Iowa:

On this 15th day of September, 1960, pursuant to written notice, the Township Trustees of Walnut Township, in above named County and State, acting in the capacity of Fenceviewers, met at the hour of 8 o'clock A. M., at Peru, Iowa to determine the controversy set out in said notice.

Location of said fence is Boundary line between the north fourteen (14) acres of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section twenty-seven (27), Township Seventy-four (74) North, Range Twenty-seven (27), West of the 5th P. M. in Madison County, Iowa.

The questions to be determined are: The division point of the above named fence.

After taking into consideration all facts and evidence available,

and making an examination of the grounds in question, it is hereby decided and ordered:

That complainant, viz: That Russell D. Richards and Joan C. Richards, husband and wife, shall build and maintain a hog-tight fence as defined by the laws of Iowa. Starting at a point 47 rods west of the southeast corner of said Richards land described as follows: there is a corner post now located at the south end of the fence along the public highway on the east side of said Richards land which fence is two rods west of the center of said public highway. The southeast corner of said Richards land is established as a point two feet south and two rods east of said corner post. Thence west in a straight line to a point where it intersects an existing north and south fence line.

That those complained, of, viz: Henry Iiams shall build and maintain a hog-tight fence as defined by the laws of Iowa. Starting at a point two rods west of the southeast corner of said Richards land described as follows: there is a corner post now located at the south end of the fence along the public highway on the east side of said Richards land which fence is two rods west of the center line of said public highway. The southeast corner of said Richards land is established as a point two feet south and two rods east of said corner post. Henry Iiams fence shall continue west in a straight line from above described starting point 45 rods.

Provisions of above order to be complied with on or before September 30, 1960. Unless the foregoing order is complied with within thirty days from the time fixed, the necessary work will be done, its value fixed by the undersigned fenceviewers, which, together with costs, will be taxed in accordance with provisions of Section 113.6, Code of Iowa.

Signed this 15th day of September, 1960.

Attest: H. S. Vowell
Township Clerk

Carl Beeler
Boyd H. Nelson
Verl Dillinger
Twp. Trustees (Ex-officio Fenceviewers)

Fenceviewers' Order Fixing Costs (In Default)
Walnut Township, Madison County, State of Iowa.

At a meeting of the Trustees, ex-officio fenceviewers of above named township held Dec. 19, 1960 a showing having been made that the provisions of a certain order made by this body have not been complied with; and that the necessary things have been done by Russel Richards of Peru as follows: Completed the remaining 69 feet or more of Henry Iiams fence. It is hereby ordered that by reason of such default, said party

in default, viz: Henry Iiams of Peru, Iowa Madison County shall pay all costs and expenses, as provided by Section 113.6, Code of Iowa, hereby fixed as follows:

Trustees charge		$ 85.00
Cost of fence		27.20
Less credit from Richards		— 9.52
	$25.00	
	Total	$102.68

If the above amount remains unpaid for a period of ten days from the date of this order, this body is required under Section 113.6, Code of Iowa, to certify the full amount due from party in default, to the County Auditor, to be collected as other taxes against abutting property described as follows:

West 13.20 A. North 16A. South 26 A. Southeast ¼ Northwest ¼ Section 27 Township 74 North Range 27 West of 5th P. M., Madison County.

Signed this 16 day of Feb. 1961

Attest:
H. S. Vowell
Township Clerk

Carl Beeler
Boyd H. Nelson
Verl Dillinger
Twp. Trustees (Ex-officio Fenceviewers)

Serving Notice $1.25
Mileage 3.60
Total $4.85

L. E. Hooper Deputy Sheriff
Winterset, Iowa. Served 9-19-60

Paid 10-1-60
by Walnut Twp. Clerk, H. S. Vowell
Wanda L. Bane, Clerk

Filed Sept 15 1960 and recorded in Book 1 Page 82
H. S. Vowell Township Clerk

Filed Feb 16, 1961 Wayne A. Griffith County Auditor

COMPARED

Frances McLaughlin et al
To
Bernard L. Hess and
Joseph A. Hess

#2016 VJS
Fee $1.60

Filed for record the 21 day of April A.D. 1961 at 1:35 o'clock P. M.
Mary E. Welty, Recorder

FENCE AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 1961, by and between Frances McLaughlin and Mary McLaughlin, hereinafter designated as parties of the first part, and owners of the Northwest Quarter (NW¼) of Section Twenty-eight (28) Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P. M., Madison County Iowa, and Bernard L. Hess, party of the second part and owner of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty-nine (29) Township Seventy-seven North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and Joseph A. Hess, hereinafter designated as party of the third part, and owner of the North Half (N½) of the Northeast Quarter (NE¼) of Section Twenty-nine (29) Township Seventy-seven (77) North, Range Twenty-six (26) West of the