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 V.I.S.
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

5th P.M., Madison County, Iowa, WITNESSETH:

That in consideration of the premises and the maintenance of the partition fences between the above respective tracts of land, the parties hereto agree as follows:

That first parties will build, repair and maintain a lawful fence on the partition line commencing Thirty (30) rods South of the Northeast corner of the Northeast Quarter (NE¼) of said Section Twenty-nine (29) and running thence South Eighty (80) rods, and second party will build, repair and maintain a lawful fence on the partition line commencing at the Southeast corner of the Northeast Quarter (NE¼) and running thence North Fifty (50) rods, and third party will build, repair and maintain a lawful fence on the partition line commencing at the Northeast corner of the Northeast Quarter (NE¼) of said Section Twenty-nine (29) and extending South Thirty (30) rods.

This agreement and division of partition fences shall be binding upon the executors, administrators, grantees and assigns of all parties hereto.

That said owners of said partition fences shall build, repair and maintain such fences so as to constitute lawful fences under the laws of the State of Iowa, and in case the owners fail to agree on the sufficiency of the construction of said fences or shall disagree as to matters contained in this agreement, said owners will abide by the determination of the fence viewers of Lee Township, Madison County, Iowa.

Frances McLaughlin
Mary McLaughlin
First Parties

Bernard L. Hess
Second Party
Joseph A. Hess
Third Party

STATE OF IOWA MADISON COUNTY) SS.

On this 24th day of February, 1961, before me the undersigned, a Notary Public within and for Madison County, State of Iowa, personally appeared Frances McLaughlin and Mary McLaughlin, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.

(NOTARIAL SEAL)

Jno. N. Hartley Notary Public
in and for Madison County, Iowa.

STATE OF IOWA MADISON COUNTY) SS.

On this 24th day of February, 1961, before me the undersigned, a Notary Public within and for Madison County, State of Iowa, personally

appeared Bernard L. Hess and Joseph A. Hess personally to me known to be the identical person whose name is affixed to the above instrument as grantor and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.

NOTARIAL SEAL

Jno. N. Hartley Notary Public in and for Madison County, Iowa.

Loren H. Eyerly To Earl E. Young

#2822 VJS Fee $3.50

Filed for record the 20 day of June A. D. 1961 at 3:40 o'clock P. M.

Mary E. Welty, Recorder

FENCE AGREEMENT

WHEREAS, Loren H. Eyerly is the owner of real estate described as follows, to-wit:

> The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P. M., and

WHEREAS, Earl E. Young is the owner of real estate described as follows, to-wit:

> The Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P. M., and

WHEREAS, the parties are desirous of establishing a partition fence between said lands, providing for a division thereof, and providing for the type of fence to be constructed,

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. It is hereby agreed that the North - South fence between the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section Thirteen (13) and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of said Section Thirteen (13) will be maintained by Loren H. Eyerly from the south line of said 40 acre tracts for a distance of approximately 40 rods to the north to a point where a large hedge post is now located, which post is agreed to mark the division line of said fence; and that the said Earl E. Young will maintain said fence from said point north to the road which runs east and west along the north side of said 40 acre tracts. It is further agreed that the fence along said line will be a lawful fence as defined by the Code of Iowa. It is further understood and agreed that in the event that either party should ever desire in the future that a tight fence as defined by the Code of Iowa be erected along said partition line, he will first comply