242
STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 1019 Filed for Record this 15 day of January 19 81 at 8:05 AM
Book 1 Page 242 Recording Fee $6.00 Mary E. Welty, Recorder, By Shirley A. Henry Deputy

FENCE DIVISION AGREEMENT

This FENCE DIVISION AGREEMENT is made and entered into this first day of October, 1980, by and between Silas Davis and Louise Davis of Dallas County, Iowa, hereinafter referred to as First Parties; and Carl Henry of Madison County, Iowa, hereinafter referred to as Second Party, WITNESSETH:

WHEREAS, First Parties are the owners of the following described real estate located in Madison County, Iowa:

> The North Half (½) of the Southwest Quarter (¼) and the Northwest Quarter (¼) of the Southeast Quarter (¼) of Section Eight (8), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa; and

WHEREAS, Second Party is the owner of the following described real estate located in Madison County, Iowa:

> The South Half (½) of the Southwest Quarter (¼) and the Southwest Quarter (¼) of the Southeast Quarter (¼) of Section Eight (8), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa; and

WHEREAS, First Parties and Second Party for themselves, their assigns and successors in interest desire to legally divide and to provide for the ownership and maintenance of the partition fence between the above-described tracts of land and to fix the rights, duties and obligations of the parties with respect thereto.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, these parties do hereby agree and contract as follows:

1. First Parties, their grantees; heirs, devisees, personal representatives, assigns and successors in interest shall own and be responsible for the erection, maintenance and repair of the fence along the East One-half of the East-West fence as it extends between the above-described tracts of real estate owned by the parties hereto.

2. Second Party, his grantees, heirs, devisees, personal representatives, assigns and successors in interest shall own and be responsible for the erection, maintenance and repair of the fence along the West One-half of the East-West fence as it extends between the above described tracts of real estate owned by the parties hereto.

3. It is further stipulated and agreed that this instrument shall constitute a permanent and binding Fence Division Agreement which shall run with the ownership of the two tracts of real estate described above.

Silas Davis

Silas Davis

Louise Davis

Louise Davis

FIRST PARTIES

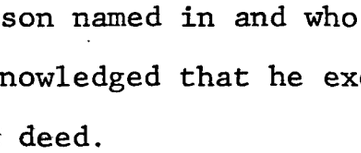
Carl Henry

Carl Henry

SECOND PARTY

STATE OF IOWA :
COUNTY OF Madison : SS

On this 8th day of October, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Silas Davis and Louise Davis, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

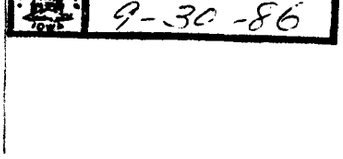


Carol Bass

Notary Public in and for
the State of Iowa.

STATE OF IOWA :
COUNTY OF MADISON : SS

On this 8th day of October, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carl Henry, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Carol Bass

Notary Public in and for
the State of Iowa.