America, the Iowa State Tax Commission, and the Treasurer of Madison County, Iowa, are not in excess of the value of said real estate if taken at their face value, said real estate having been appraised and sale arranged for the sum of $1,000.00, and that it is in the interests of said estate of said Bankrupt that said real estate be sold free and clear of all encumbrances and interests and liens and that the rights of the parties therein be transferred to the proceeds derived from the sale thereof, subject to the payment of the expenses of administration of this estate, and, an Order heretofore having been entered approving the Report of the sale of said real estate and no adverse interests appearing,

IT IS ORDERED:

That the sale of the following described real estate, to-wit:

Lots 3 and 4, Block 15, in Pitzer & Knight Addition to Winterset, Madison County, Iowa,

to Winterset Building Corporation for the sum of $1,000.00 be and it is hereby confirmed and John H. Neiman, Trustee, is hereby authorized to execute a deed warranting the title free and clear of liens to Winterset Building Corporation, and to deliver said deed upon receipt by him of the full purchase price.

IT IS FURTHER ORDERED BY THE COURT:

That the costs of these proceedings, including the costs of service of notices, be taxed to the United States of America and Iowa State Tax Commission and the Treasurer of Madison County, Iowa.

IT IS FURTHER ORDERED:

That said real estate be sold and title transferred free and clear of all encumbrances and interests of the United States of America, Iowa State Tax Commission and Treasurer of Madison County, Iowa, and of all other creditors of this cause, and that the rights of all parties, including the United States of America, Iowa State Tax Commission and the Treasurer of Madison County, Iowa, be transferred to the proceeds derived from said sale.

COMPARED

s/ Gibson C. Holliday
REFEREE

Jno. N. Hartley
To
The Public

#2280
Fee $1.50 VJS
AFFIDAVIT

Filed for record the 10 day of May A. D. 1961 at 4:15 o'clock P. M.
Mary E. Welty, Recorder

STATE OF IOWA MADISON COUNTY) ss:

I, Jno. N. Hartley of said state and county being sworn on oath state:

That I am now and have been for more than thirty (30) years last past a resident of Madison County, Iowa and that during said period of time I have been acquainted with the ownership and possession of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirty-four (34) Township Seventy-seven (77) North of Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa and that wherever in the record title to said real estate the name Elijah S. Smith or Elijah Sylvester Smith may appear the same refers to one and the same identical person to-wit: Elijah S. Smith.

Jno. N. Hartley

Subscribed and sworn to before me by Jno. N. Hartley this 29th day of April, 1961.

NOTARIAL SEAL

Mabelle Smith Notary Public
in and for Madison County, Iowa.

Kalman Musin
To
The Public

#2347
Fee $1.50 VJS
AFFIDAVIT

Filed for record the 16 day of May A. D. 1961 at 11:18 o'clock A. M.
Mary E. Welty, Recorder

STATE OF IOWA COUNTY OF POLK: SS

I, Kalman Musin being first duly sworn upon oath depose and state that I am a regular

practicing attorney in the City of Des Moines, Iowa, and have been so engaged since 1941.

That I have represented Franklin E. Stull and Olive M. Stull, husband and wife, who are the grantees in one certain deed recorded in Book 85, Page 555 of the records and files of Madison County Recorders office on the 19th day of November, 1955, at 11:00 o'clock A.M. covering the following described real estate to-wit:

South half of the Southwest Quarter (except one-half of all oil, gas, or other minerals reserved by the Northwestern Mutual Life Insurance Company in deed recorded in Book 80, Page 54) of Section 17, in Township 77 North, Range 26, West of the 5th Principal Meridan, containing 80 acres, more or less, according to Government Survey.

That I know of my own personal knowledge that Franklin E. Stull and Olive M. Stull whom I have represented as attorney since the year 1948, were husband and wife at the time of the execution of said deed and have been husband and wife at all times subsequent thereto.

Further deponent sayeth not.

Dated at Des Moines, Iowa, this 10th day of May, 1961.

Kalman Musin

Subscribed and sworn to before me this 10th day of May, 1961.

NOTARIAL SEAL

Wyvette Harris Notary Public in and for Polk County, Iowa.

Clem Mitchell et al To Iowa State Highway Comm. #2307 Fee $1.50 √JS

Filed for record the 12 day of May A. D. 1961 at 11:00 o'clock A. M.

Mary E. Welty, Recorder

ACCESS CONTROL AGREEMENT County Madison Project F-327(4)

In accord with a certain agreement between Clem Mitchell and Vera L. Mitchell party of the first part, and the Iowa State Highway Commission, acting for the State of Iowa, party of the second part, first party agrees as follows:

First party hereby relinquishes and conveys to the Iowa State Highway Commission all rights of direct access between Primary Road No. 92, and first party's property adjacent thereto, in Sec. 36, Twp. 76 N, Rge. 28 W, Madison County, Iowa

(west 66 ft. Lot 3, Wilson's Four Acre Lot in Winterset), excepting and reserving to the grantors a residential entrance at Station 633+11, on the north side. This covenant shall run with the title to the land and shall be binding on the grantors, their heirs, successors and assigns.

This agreement signed this 11 day of February 1961.

Clem Mitchell
Clem Mitchell
Vera L. Mitchell
Vera L. Mitchell

STATE OF IOWA COUNTY OF MADISON) SS

On this 11 day of February, 1961, before me, Charles E. Tucker a Notary Public in and for Madison County, State of Iowa, personally appeared Clem Mitchell and Vera L. Mitchell to me known to be the person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Charles E. Tucker Notary Public in and for said County.

IOWA STATE HIGHWAY COMMISSION 1961 FEB 15 AM 7 17 RECEIVED

COMPARED

Edwin E. Kirkland et al To Iowa State Highway Comm. #2308 Fee $1.50 √JS

Filed for record the 12 day of May A. D. 1961 at 11:03 o'clock A. M.

Mary E. Welty, Recorder

ACCESS CONTROL AGREEMENT

County Madison Project F-327(4)

In accord with a certain contract between Edwin E. Kirkland and Cleo Kirkland party of the first part, and the Iowa State Highway Commission, acting for the State of Iowa, party of the second part, dated December 4, 1958, first party agrees as follows:

First party hereby relinquishes and conveys to the Iowa State Highway Commission all rights of direct access between Primary Road No. 92, and first party's property adjacent