Lorna L. Williams
To
The Public

#3102
Fee $1.50

Filed for record the 29 day of October A. D. 1966 at 10:21 o'clock A.M.
Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA POLK COUNTY) SS:

I, Lorna L. Williams, being first duly sworn on oath state that I was attorney for Edith B. Brown in the proceedings in which the Warranty Deed dated January 3, 1966 was given in connection with a property settlement and which deed is recorded in Book 95 at page 180 of the records of the Recorder of Madison County, Iowa, concerning the real estate described as follows, to-wit:

All that part of the East Half of the Southeast Quarter (SE 1/4) which lies Northwesterly of the public highway as now established and presently designated as Iowa Primary Road No. 92 of Section 27 in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa

and that I know the said Leigh A. Brown, grantor in said deed was one and the same persons as the Leigh Brown the former owner of said real estate and that wherever in the chain of title the name of Leigh A. Brown or the name of Leigh Brown appears it refers to one and the same person.

Lorna L. Williams

Subscribed and sworn to by Lorna L. Williams this 26th day of October, 1966, before the undersigned Notary Public in and for Polk County, Iowa.

NOTARIAL SEAL

Dale L. Porter Notary Public

Charles Tucker
To
The Public

#3116
Fee $1.50

Filed for record the 29 day of October A. D. 1966 at 11:12 o'clock A.M.
Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY) ss:

I, Charles Tucker of said county and state, being fully sworn on oath depose and say: that I have been a resident of Madison County, Iowa, for more than 20 years last past and during said period of time I have been well acquainted with Carrie Addy and F. C. Addy, who were prior to August 6, 1966, the owners of the fee simple title to the following described real estate, to-wit:

the South 82 feet of Lot 8 in Block 15 of Pitzer and Knight's Addition to the Town of Winterset in Madison County, Iowa

That wherever in the chain of title to said real estate the name of F. C. Addy and Finly C. Addy appears, the same refers to one and the same identical person.

Dated this 13 day of October, 1966.

Charles Tucker
Charles Tucker

State of Iowa Madison County) ss.

Subscribed and sworn to before me and in my presence this 13 day of October, 1966.

NOTARIAL SEAL

Shirley Keating Notary Public
Shirley Keating

J. W. Poland & wife
To
Elmer C. Erickson & wife

#3136
Fee $3.50

Filed for record the 3 day of November A.D. 1966 at 10:04 o'clock A. M.
Mary E. Welty, Recorder

PARTY WALL AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of November, 1966, by and between J. W. Poland and Eleanor Poland, husband wife, first parties, and Elmer C. Erickson and Lena S. Erickson, husband and wife, second parties, WITNESSETH:

WHEREAS, first parties are the owners of the North One third (1/3) of Lot Four (4) in Block Seventeen (17) of the Original Town of Winterset, Madison County, Iowa, and second parties are the owners of the middle one third (1/3) of said Lot Four (4), Block Seventeen (17) of the Original Town of Winterset, Madison County, Iowa, and,

WHEREAS, both parties have buildings erected on their respective tracts of real estate and second parties are desirous of building an addition to their building extending the same to the East adjacent to and adjoining the building owned by the first parties.

IT IS THEREFORE AGREED between the parties hereto as follows:

1. That the entire south wall of the building owned by first parties and the entire North wall of the building owned by second parties shall be deemed a party wall or wall in common under the provisions of Chapter 563 of the Code of Iowa.

2. It is further agreed that in consideration of the sum of One Hundred Fifty Dollars ($150) paid by second parties to first parties, receipt of which is hereby acknowledged, that second parties shall have the right to erect the addition to their building using the party wall or wall in common hereinbefore referred to, and second parties shall have the right to build against said wall attaching thereto beams or joists at a height not to exceed the present height of said wall in common. It being specifically understood and agreed that second parties shall take all necessary precautions in connection with said construction and shall be liable for the repair or replacement of said wall in the event any damage is caused to said wall during said construction or is occasioned or caused by said construction. The entire cost of said building or addition to be erected by second parties shall be borne by second parties.

3. It is further agreed by and between the parties hereto that after the construction of said addition by second parties should said wall in common become in need of repair or rebuilding, the cost thereof shall be borne and paid by both parties in the proportion in which the same may be used by them respectively. Provided that in the event of substantial destruction by fire or otherwise of said wall from any cause other than the negligence of either of the parties, the parties hereto agree that said wall shall be reconstructed by mutual agreement with each party sharing equally in the cost thereof. Provided further that in the event either one of the parties does not wish to utilize the entire length of the reconstructed wall, then that part not being shared as a wall in common shall cease to be a wall in common until such time as the adjoining owner contributes one half (½) of the cost thereof.

4. It is further agreed that the covenants and agreements herein contained shall run with the land and the liability to perform and the right to enforce performance of the same shall pass to the heirs and assigns of the respective parties hereto; provided that no person shall be personally liable for the breach of any of the covenants and agreements herein contained unless such breach was committed during his ownership of the land.

J. W. Poland
J. W. Poland
Eleanor Poland
Eleanor Poland
First Parties

Elmer C. Erickson
Elmer C. Erickson
Lena S. Erickson
Lena S. Erickson
Second Parties

STATE OF IOWA MADISON COUNTY) SS

On this 3rd day of November, 1966, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared J. W. Poland, Eleanor Poland, Elmer C. Erickson and Lena S. Erickson, 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.

NOTARIAL SEAL

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