29, 1948, and was survived by her children, Ronald B. Thomas, a son, and Connie T. Forsyth, a daughter. That the said Nina Thomas was also survived by her husband, Charles Thomas.

Dated this 19th day of July, 1967, at Winterset, Madison County, Iowa.

Verlie Garrett
Verlie Garrett

Subscribed and sworn to before me, Shirley A. Webster, this 19th day of July, 1967.

NOTARIAL SEAL

Shirley A. Webster Notary Public
in and for Madison County, Iowa

Shirley A. Webster
To
The Public

#1511
Fee $1.50

Filed for record the 14 day of September A. D. 1967 at 4:44 o'clock P.M.
Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY: ss

I, Shirley A. Webster, being first duly sworn on oath depose and say that I have been a resident of Madison County, Iowa, for more than thirty-five (35) years last past. During the past twenty (20) years, I have been acquainted with the owners in possession of the following described real estate, to-wit:

The South 32 rods of the West 25 rods of the Southwest Fractional Quarter (¼) of Section Thirty-one (31) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Wherever in the chain of title to said real estate the names DONALD C. REHARD or DONALD REHARD appear, they refer to one and the same person, to-wit: DONALD C. REHARD.

Dated at Winterset, Iowa, this 14th day of September, 1967.

Shirley A. Webster

Subscribed and sworn to before me by Shirley A. Webster this 14th day of September, 1967.

NOTARIAL SEAL

Wanda Lohr Notary Public
in and for Madison County, Iowa

Bertha E. Pyle
To
The Public

#1531
Fee $1.50

Filed for record the 18 day of September A.D. 1967 at 10:39 o'clock A. M.
Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY : SS

I, Bertha E Pyle, being first duly sworn on oath state, that I am the surviving spouse of James I. Pyle; that wherever in the chain of title to the following described real estate, to-wit:

Lot One (1) and the East 6 feet of Lot Two (2) in Block Ten (10) of West Addition to the Town of Winterset, Madison County, Iowa,

the names James Irvin Pyle or James I. Pyle are mentioned, they refer to one and the same person, to-wit: JAMES I. PYLE.

I further state that I am fully acquainted with all of the property of every kind and description owned by James I. Pyle at the time of his death.

In addition to him being one of the joint tenants of the above described real estate which had a fair and reasonable market value of not to exceed the sum of Eighty-five Hundred Dollars ($8,500) at the time of his death, the total amount of all other property real and personal, owned by him would not exceed the sum of Two Thousand Dollars ($2,000).

I further depose and say that he had made no transfers in contemplation of death and owned no policies of life insurance at the time of his death. That the gross value of all property owned by him which would be subject to Iowa Inheritance Tax or Federal Estate Tax would not exceed the sum of Eleven Thousand Dollars ($11,000).

Dated at Winterset, Iowa, this 15 day of September, 1967.

Bertha E. Pyle

Subscribed and sworn to before me by Bertha E. Pyle this 15th day of September, 1967.

NOTARIAL SEAL

Shirley A. Webster Notary Public
in and for Madison County, Iowa
Shirley A. Webster

George L. Montross #1544
To
First United Presbyterian Fee $3.50
Church of Winterset, Iowa

Filed for record the 19 day of September A.D. 1967 at 4:55 o'clock P. M.

Mary E. Welty, Recorder

AGREEMENT FOR WALL IN COMMON

THIS AGREEMENT, made and entered into this 18 day of Sept., 1967, by and between George L. Montross of Winterset, Iowa, hereinafter referred to as"first party", and First United Presbyterian Church of Winterset, Iowa (formerly First Presbyterian Church of Winterset), hereinafter referred to as "church", WITNESSETH:

WHEREAS, first party is the onwer of the NorthOne third of Lot two (2) in Block Eighteen (18) of the Original Town of Winterset, Iowa, (except the West 16 feet thereof reserved for use as an alley), and,

WHEREAS, church is the onwer of the North 24 feet of the South Two thirds of Lot Two (2) in Block Eighteen (18) of the Original Town of Winterset, Iowa, (except the West 16 feet thereof reserved for use as an alley), and,

WHEREAS, there has been and is a two-story brick wall located on or near the north property line of the property owned by the church, which wall has been for a number of years used by the parties hereto and their predecessors in title as a wall in common, and,

WHEREAS, first party is desirous of extending said wall in common westward to the east line of the alley extending north and south along the west side of the premises owned by both of the parties hereto.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. First party shall have the right to extend the present wall in common straight westward to the east line of said alley, said wall to be constructed in substantially the same manner and substantially the same height as the present wall in common existing between said properties.

2. The cost of extending said wall is to be borne entirely by first party.

3. After the extension of said wall by first party, the extension thereof and the original wall shall in its entirty be considered as a wall in common between the parties hereto, and neither party shall be liable to contribute to the other toward the cost of constructing the present wall or the extension thereof.

4. It is further agreed between the parties hereto that after the extension of said wall by first party, the entire wall shall be considered as a wall in common, and both parties may use said wall, in its entirety, for the support of two floors and a roof.

5. It is further agreed that the rights and duties of the parties hereto, their heirs and assigns, in maintaining and using said wall, in its entirety, shall be that as owners of a wall in common as provided by the statutes of the State of Iowa.

George L. Montross
George L. Montross
First party

FIRST UNITED PRESBYTERIAN CHURCH
By Clifton W. Smith
George L. Montross
Paul J. Ohland
Robert A. Walters
Joe F. Banks
J. C. Moore
Trustees

STATE OF IOWA MADISON COUNTY : SS

On this 18 day of Sept. 1967, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared George L. Montross to me known to be the identical person named in and who executed the foregoing instrument, and acknowleged that he executed the same as his voluntary act and deed.

(NOTARIAL SEAL)

Shirley A Webster
Shirley A. Webster Notary Public
in and for said County.