[illegible] Des Moines, Iowa, this 27th day of May, 1950.

Subscribed and sworn to before me this 27th day of May, 1950, by the said Clara Forrett.

Clara Forrett

Clarence M Cornwell Notary Public
in and for Polk County, State of Iowa.

H. G. Tilton &
A. N. Sankey
To
The Public

#3775
Fee $ .60

Filed for record the 12 day of June
A. D. 1950 at 1:20 o'clock P. M.
Wilma M. Wade, Recorder

AFFIDAVIT

State of Iowa Madison County ) ss:

I, H. G. Tilton, and I, A. N. Sankey, of said county and state, each being first duly sworn on oath depose and say that we have been residents of Madison County, Iowa, for more than 30 years last past, and during all of said time have lived in the neighborhood of and been familiar with the title, ownership, and occupancy of Lots 3 and 4 in Block 21 of Pitzer & Knight's Addition to the Town of Winterset, Madison County, Iowa, and we know of our own personal knowledge that William A. McCleeary entered into possession of said real estate on or about May 23, 1929, under and by virtue of the deeds recorded in Town Lot Deed Rec. 25, page 309, and in Town Lot Deed Rec. 21, page 503, of the records of Madison County, Iowa, and that the said William A. McCleeary and his grantors, immediate and remote, for more than 20 years last past, have been in the actual, open, notorious, continuous, adverse, exclusive, uninterrupted and hostile possession, occupancy, and control of all of said real estate and every part and parcel thereof under claim of right and color of title, have occupied the same either by themselves or their tenants claiming under them, have paid the taxes thereon and received the rents, issues, and profits thereof, and that no claim of any kind adverse to the possession of said party has ever been asserted to any of said real estate to our personal knowledge since long prior to Jan. 1, 1930, and that the said William A. McCleeary now enjoys peaceable possession thereof.

We further state that the above named William A. McCleeary is the same and identical person as the W. A. McCleeary named as the ward in the guardianship proceedings entered in Guardianship Docket E, page 397, of the records in the office of the Clerk of the District Court of Madison County, Iowa.

We further state that we are in no way interested in the title to the above described real estate, but make this affidavit at the request of the present owner thereof for the purpose of establishing of record the facts above set forth.

H. G. Tilton
A. N. Sankey

Subscribed in my presence and Sworn to before me by the above named affiants this 12 day of June, A. D. 1950.
(Notarial Seal)

Harry F. Anderson Notary Public
in and for Madison County, Iowa.

State of Iowa, Madison County) ss:

I, Wilma M. Wade, County Recorder in and for Madison County, Iowa, hereby certify that the foregoing affidavit was filed in my office by the owner in possession as named in said affidavit, and recorded and entered on the records thereof on the 12 day of June, A.D. 1950.

COMPARED

Wilma M. Wade County Recorder
of Madison County, Iowa.

Clyde V. Guye &
Harold W. Guye
To
Helen K. Kelleher

#3824
Fee $ .90

Filed for record the 15 day of June
A. D. 1950 at 10:35 o'clock A. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, A. D. 1950, by and between Clyde V. Guye and Harold W. Guye, first parties; and Helen Kelleher, second party, WITNESSETH

WHEREAS, first parties are the owners of the following described real estate, to-wit:

The East Half (E½) of the Northwest Quarter (NW¼) of Section Four (4), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

and,

WHEREAS, second party is the owner of the following described real estate, to-wit:

The West Half (W½) of the Northwest Quarter (NW¼) of Section Four (4), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

and,

WHEREAS, there is, at the present time, an open ditch along the west side of the real estate hereinbefore described belonging to the first parties which commences approximately forty (40) rods south of the northwest corner of said 80-acre tract belonging to first parties and continuing thence south for a distance of approximately thirty-five (35) rods just east of the west line of said 80-acre tract, and,

WHEREAS, the parties hereto are desirous of extending said open ditch on south to the main channel of North River as the same now flows through the respective tracts owned by the parties hereto.

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

1. That the parties hereto shall hire Harley Davis of Winterset, Iowa, to dig an open ditch on south from the south end of the open ditch above mentioned to the main channel of North river, said ditch to be constructed or dug so that the surface water which flows into said open ditch will drain into North River. First parties agree to pay one-half (½) of the cost of extending said open ditch, and second party agrees to pay one-half (½) of the cost of extending said open ditch.

2. It is further agreed that said ditch shall be constructed on the land belonging to first parties as near the west side thereof as practical. It is further agreed that the dirt from said ditch shall be dumped on the east side of said ditch.

3. The parties hereto further agree that any future cost of cleaning or maintaining said ditch, including the present thirty-five (35) rods of open ditch which was constructed entirely by first parties, shall be borne equally between the parties hereto.

4. It is further agreed between the parties hereto that both first parties and second party shall have the right to drain the surface waters from their respective tracts of real estate into said open ditch.

5. It is further agreed by and between the parties hereto that second party will, at her own expense, reconstruct and maintain the spillway on the artificial pond now located on the said Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) in such a manner as to cause the water draining from said pond and spillway to drain into the north end of the present open ditch above referred to.

6. It is agreed by and between the parties hereto that this Agreement shall be construed as a covenant running with all of the land herein described.

Harold W. Guye
Clyde V. Guye
First Parties

Helen K. Kelleher
Second Party.

STATE OF IOWA MADISON COUNTY ) ss

On this 16th day of May, A. D. 1950, before me, Shirley A. Webster, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Clyde V. Guye and Harold W. Guye, first parties, 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.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

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

(Notarial Seal)

STATE OF IOWA MADISON COUNTY ) ss

On this 16th day of May, A. D. 1950, before me, Shirley A. Webster, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Helen Kelleher, second party, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written. Shirley A. Webster Notary Public in and for Madison County, State of Iowa.

F. A. Bonham et al To The Public — #3826 — Fee $ .60 — Filed for record the 15 day of June A. D. 1950 at 1:03 o'clock P. M. Wilma M. Wade, Recorder Mary E. Welty, Deputy

AFFIDAVIT

State of Iowa Madison County ) ss:

I, F A Bonham, and I, F. D. Ross, of said county and state, each being first duly sworn on oath depose and say that we have been residents of Madison County, Iowa, for more than 30 years last past, and during all of said time have lived in the neighborhood of and been familiar with the title, ownership, and occupancy of the N½ NE¼ SE¼ Sec. 8-74-29, in Madison County, Iowa, and we know of our own personal knowledge that L. C. McKee entered into possession of said real estate on or about Nov. 7, 1936, under and by virtue of the deed from May Pinckney and her husband, L. A. Pinckney, recorded in Deed Record 75, page 16, of the records of Madison County, Iowa, and that the said L. C. McKee and his grantors, immediate and remote, for more than 20 years last past, have been in the actual, open, notorious, continuous, adverse, exclusive, uninterrupted and hostile possession, occupancy and control of all of said real estate and every part and parcel thereof under claim of right and color of title, have occupied the same either by themselves or their tenants claiming under them, have paid the taxes thereon and received the rents, issues, and profits thereof, and that no claim of any kind adverse to the possession of said party has ever been asserted to any of said real estate to our personal knowledge since long prior to Jan. 1, 1930, and that the said L. C. McKee now enjoys peaceable possession thereof.

We further state that wherever in the chain of title to said real estate the names Henry C. Hilbery, Heny C. Hilbery, Henry C. Hillsbery, & H. C. Hilbery appear, they refer to one and the same person, and that wherever in said chain of title the names Julia A. Hilbery, Julia A. Hilsbery, Julia Hilbery, Julia Hibery, Julia A. Hillbery, Julia A. Pindell, Julia Pindell, and Julia X. Pindell appear, they refer to one and the same person, and that wherever in said chain of title the names Mae Pihckney and May Pinckney appear, they refer to one and the same identical person.

We further state that we are in no way interested in the title to the above described real estate, but make this affidavit at the request of the present owner thereof for the purpose of establishing of record the facts above set forth.

F A Bonham
F. D Ross

Subscribed in my presence and sworn to before me by the above named affiants this 13th day of June, A. D. 1950. Earle Whitworth Notary Public in and for Madison County, Iowa.
(Notarial Seal)

State of Iowa Madison County ) ss:

I, Wilma M. Wade, County Recorder in and for Madison County, Iowa, hereby certify that the foregoing affidavit was filed in my office by the owner in possession as named in said affidavit, and recorded and entered on the records thereof on the 15 day of June, A. D. 1950.

COMPARED

Wilma M. Wade County Recorder of Madison County, Iowa.

F A Bonham et al To The Public — #3827 — Fee $ .60 — Filed for record the 15 day of June A. D. 1950 at 1:06 o'clock P. M. Wilma M. Wade, Recorder Mary E. Welty, Deputy

AFFIDAVIT

State of Iowa Madison County) ss:

I, F A Bonham, and I, F. D. Ross of said county and state, each being first duly sworn on oath depose and say that we have been residents of Madison County, Iowa, for more than 30 years last past, and during all of said time have lived in the neighborhood of and been familiar with the title, ownership, and occupancy of the S½ SW¼ NW¼ Sec. 27-74-29, in Madison County, Iowa, and we know of our own personal knowledge that Gene R. Smith and