severally sworn on oath depose and say, that we have been residents of Madison County, Iowa, for more than thirty (30) years last past, having lived in the neighborhood of and being familiar with the title, ownership and occupancy of the following described real estate, to-wit:

> The Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M. Madison County, Iowa.

That we know of our own personal knowledge that Blanche E. Stayton and her grantors, immediate and remote, have been in actual, open, notorious, continuous, adverse, exclusive, uninterrupted, peaceable possession, occupancy and control of said real estate under claim of right and color of title since prior to January 1, 1930; that no claim of any kind adverse to the possession of said parties has been asserted to said real estate, and that Blanche E. Stayton now enjoys peaceable possession thereof; that we are in no way interested in the title to said real estate and make this Affidavit for the sole purpose of establishing of record the facts herein stated.

Alva E. Miller.
Jim Crawford

Subscribed and sworn to before me by Alva E. Miller and Jim Crawford this 19th day of September A. D. 1950.

NOTARIAL SEAL

Rex V Johnson
Notary Public in and for Madison County, Iowa.

State of Iowa
Madison County } ss.
I hereby certify that the annexed affidavit was filed by ______ the owner in possession of the Lands Mentioned therein. Dated [illegible] 19 50
Wilma M. Wade Recorder

x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x

Charles D. Van Werden To The Public — #6219 — No Fee — Filed for record the 23 day of September A. D. 1950 at 9:30 o'clock A. M. Wilma M. Wade, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY ) SS

I, Charles D. Van Werden of said County and State, being first duly sworn, on oath depose and say that the Attached Notice came into my hands for service on the 7th day of September, 1950, and that on said date I gave four week's notice of the time and place of said sale by posting up in three public places in said County, one of which was on the bulletin board at the South Door of the Courthouse in said County, being the place where the last term of the District Court was held, one at the entrance to alley east of the Courthouse in said County and one on the barn on the John Davis farm described in said notice, same being posted on the 7th day of September, 1950, and also publishing said notice once each week for two weeks in the Winterset Madisonian, a weekly newspaper, printed, published and of general circulation in said County, immediately before said sale, said notice being delivered to said newspaper on the 7th day of September, 1950. A true copy of the said notice is hereto attached, marked Exhigit "A" and made a part hereof.

Dated this 7th day of September A. D. 1950. Charles D Van Werden

Subscribed in my presence and sworn to before me by the said Charles D. Van Werden this 7th day of September A. D. 1950.

(DISTRICT COURT SEAL)

Pearl E. Shetterly Clerk of Court,
Madison County, Iowa.

NOTICE OF PUBLIC SALE BY BOARD OF HOSPITAL TRUSTEES

TO WHOM IT MAY CONCERN: This is to notify you that the Board of Trustees of the Madison County Memorial Hospital of Madison County, Iowa, did under and by virtue of the authority granted to it under Section 347.13 of the 1950 Code of Iowa, by a concurring vote of the majority of all the members of the Board of Hospital Trustees at its regular meeting held at the Madison County Memorial Hospital on Tuesday, September 5, 1950, vote to sell at public sale on the premises, on October 6, 1950, at the hour of 1:30 o'clock P. M. the following described real estate, to-wit:

> All that part of the Southwest Quarter of the Southwest Quarter of Section 28, lying South of the main channel of North Branch containing 5.85 acres, more or less; East Half of the Northeast Quarter; East Half

of the Northwest Quarter of the Northeast Quarter; Northwest Quarter of the Northeast Quarter of the Southeast Quarter; and the North 8 acres of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 32; and the Northwest Quarter of the Northwest Quarter of Section 33, all in Township 77 North, Range 27, West of the 5th P.M., Iowa

and did vote to sell at public sale on the premises, on the 6th day of October, 1950, at the hour of 3:30 o'clock P.M. the following described real estate, to-wit:

Lots 4 and 5 in Block 9 of the Original Town of Earlham, Madison County, Iowa;

You are further notified that said properties will be offered at public sale to the highest bidder at said time and place above specified.

Dated at Winterset, Iowa, this 7th day of September A. D. 1950.

Charles D. Van Werden, Chairman — Loren E. Kale — Jno. N. Hartley
Geo. P. Durand, Secretary — Fred A. Lewis — C. G. Crow — Fonda Jackson

Members of the Board of Trustees of the Madison County Memorial Hospital of Madison County, Iowa.

AFFIDAVIT OF PUBLICATION

Marion S. Moore BEING DULY SWORN SAYS SHE IS Publisher OF THE WINTERSET MADISONIAN, a weekly newspaper of general circulation, published in Winterset, Iowa, and that the notice, a copy of which is annexed and made part hereof, was correctly published in said newspaper for the period of 2 consecutive weeks, the last publication thereof being on the 20th day of September, 1950.

Marion S. Moore

Subscribed and sworn to before me this 22nd day of September, 1950.

Fee $ 9.42/100

NOTARIAL SEAL

Paul J. White Notary Public in and for Madison County

W. W. Kitchell To James A Kitchell & Linnie M Kitchell — #6361 — Fee $ .60

Filed for record the 25 day of September A. D. 1950 at 1:25 o'clock P. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

COMPROMISE SETTLEMENT AND RELEASE AGREEMENT

On this 25th day of September, 1950, W. W. Kitchell, party of the first part, and James A Kitchell and Linnie Mae Kitchell, parties of the seccond part, hereby make the following agreement, settlement, compromise and release of all debts, claims and obligations of any kind and type whatsoever, presently owing or claimed between them from one to the other, jointly or severally, for the following consideration, to wit:

For consideration of complete discharge and release of all claims, debts, demands or obligations of any kind whatsoever, which the parties of the seccond part may own, hold, or claim against the party of the first part, and which have been incurred or matured before the date of this instrument, excepting one certain lease entered into between the parties this day, the party of the first part does hereby release and discharge the parties of the seccond part from all claims, debts, demands, or obligations of any kind whatsoever, which the party of the first part may own or claim, which have been incurred or matured before the date of this instrument, excepting one certain lease entered into between the parties this day. And for consideration of the release and discharge set out above the parties of the second part hereby release and discharge the party of the first part from all claims, debts, demands, or obligations of any kind, which the parties of the second part may own or claim, which have been incurred or matured before the date of this instrument, excepting one certain lease entered into between the parties this day.

It is further agreed that this is a compromise and settlement, and is intended to be final in its efect, and binding upon the parties, their heirs, executors, administrators, and assigns, whomsoever they may be.

Each of the parties signatory hereto declares and represents that in making and entering this agreement we (he) have relied wholy upon our judgment, belief and knowledge, and make this agreement and release of our own free will and violition, and that we have read this agreement and know the contents thereof, and agree to the said contents, and that this agree-