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-

ment and the terms hereof are contractual, and not a mere recital.

Witness our hands and seals this 25th day of September, 1950.

Edith C. Kitchell Witness W. W. Kitchell (Party of first part)
- Witness James A Kitchell
- Witness Linnie M. Kitchell (parties of seccond part)

Chas. H. Neidt To The Public — #6488 — Fee $ .50 — COMPARED

Filed for record the 27 day of September A. D. 1950 at 1:36 o'clock P. M.
Wilma M. Wade, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY ) SS:

I, Chas. H. Neidt, being first duly sworn on oath, depose and say that I have been a resident of Madison County for 30 years past, that I have been acquainted with Matilda A. Chaplin of Truro, Iowa, during said period of time. That I am also personally acquainted with the ownership of Lot Nineteen and the West 46 feet of Lot Twenty in Block Eight of the original town of Truro, Iowa. I further state that I know of my own knowledge that Matilda A. Chaplin owned and occupied said real estate from the date of 1904 until the time of death in 1947 and that said occupancy and possession was open, adverse and continuous to the claim of any other person.

I further state that I have no interest in this real estate, I simply make this affidavit for the purpose of establishing the facts herein contained and at the request of the present own

NOTARIAL SEAL

Chas. H. Neidt

Subscribed and sworn to before me this 26 day of September, A. D. 1950.

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

H. G. Tilton To The Public — #6579 — Fee $ .50

Filed for record the 3 day of October A. D. 1950 at 8:50 o'clock A. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

AFFIDAVIT

State of Iowa Madison County ) ss:

I, H. G. Tilton, of said county and state, being first duly sworn on my oath depose and say that I have been a resident of Madison County, Iowa, for more than 40 years last past and was well and personally acquainted with Robert L. Neal during his lifetime, and know that wherever in the chain of title to the N½ SW¼ of Sec. 11-75-27 and the South 59 acres of the E½ SE¼ Sec. 35-76-27, the names Robert L. Neal, Robert S. Neal, R. Neal, Robert Neal, or R. L. Neal appear, they all refer to one and the same identical person; and that wherever in the chain of title to said real estate the names Lulu Neal and Lula Neal appear, they refer to one and the same identical person; and that wherever in said chain of title the names Lee Neal and Robert Lee Neal appear, they refer to one and the same identical person.

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

H. G. Tilton

NOTARIAL SEAL

Subscribed in my presence and Sworn to before me by the above name affiant this 3d day of October A. D. 1950

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

V. M. Ritter To The Public — #6665 — Fee $ .50

Filed for record the 6 day of October A. D. 1950 10:48 o'clock A. M.
Wilma M. Wade, Recorder

AFFIDAVIT

STATE OF IOWA COUNTY OF MADISON ) SS

I, V. M. Ritter, being first duly sworn on oath, depose and state that I was personally acquainted with G. W. Kingery, who received title by deed, dated August 18, 1920, from C. R. Vance and wife, Edna, to Lots 1, 2, 3 & 4, in Block 18, of West Addition to the City of Winterset, Iowa, and that to my personal knowledge at the time of his death on March 15, 1936, G. W. Kingery was unmarried.

This affidavit made at the request of the titleholder of Lot 3, Block 18, of West Addition