H. C. Fosher
To
The Public

#5850
Fee $1.00

Filed for record the 13 day of August A. D. 1951 at 10:40 o'clock A.M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

AFFIDAVIT

State of Iowa, Madison County, ss.

I, H. C. Fosher, a resident of said State and County, being sworn, depose and say as follows:

That I am now and have been for more than thirty years last past, a professional abstractor of titles to real estate in Madison County, Iowa, and know that Douglas Township in said county is the name which has been given to the congressional township in said county described as Township 76 North, of Range 28 West of the 5th P. M.

Further, that the N½ W½ NE¼ NE¼ of Section 36, in Township 76 North, of Range 28 West of the 5th P.M., is the same real estate as the North 5 acres of NW¼ NE¼ NE¼ "in Section Thirty-six, Misc. Douglas Township, City of Winterset, Iowa" conveyed to Earl H. Smith by Jno. N. Hartley, Guardian of Rosa McElroy, Incompetent, by deed dated Oct. 24, 1944, filed for record on Oct 8, 1949, and recorded in Deed Record 84, at page 309, of the records of Madison County, Iowa.

That I am in no way interested. H. C. Fosher

Subscribed in my presence and sworn to before me by the said H. C. Fosher, affiant, this 13th day of August, A. D. 1951. Pearl E. Shetterly Clerk of the District
(DISTRICT COURT SEAL) COMPARED in and for Madison County, Iowa.

Hendersons Realty Company
To
Ray E. Fowler

#5984
Fee $1.20

Filed for record the 17 day of August A. D. 1951 at 10:20 o'clock A. M.
Wilma M. Wade, Recorder

GRANT OF USE OF WALL

THIS AGREEMENT, made and entered into by and between Hendersons Realty Company, a corporation organized and existing under and by virtue of the laws of the State of Iowa, hereinafter referred to as Grantor, and Ray E. Fowler of Winterset, Iowa, hereinafter referred to as Grantee, WITNESSETH:

The Grantor hereby grants to the Grantee, his successors and assigns, the right to use the surface of the East wall of the building owned by the Grantor now located on the following described real estate, to-wit:

West Two-thirds (W2/3) of Lot Two (2) in Block Seventeen (17) of the Original Town of Winterset, Iowa.

The Grantee, his successors and assigns, may use the surface of the East side of said East wall and may construct a building against said East wall and also may plaster, paint or otherwise change the appearance of the surface of the East side of said East wall, but may not cut into said wall or use said wall to suspend, support or hold any weight of any building which may be constructed on the following described real estate, to-wit:

North Half (N½) of the East One-third (E 1/3) of Lot Two (2) in Block Seventeen (17) of the Original Town of Winterset, Iowa.

The Grantee, his successors and assigns, may flash his roof against said wall in the customary manner.

This grant of use shall continue only so long as the Grantor, its successors or assigns, shall permit said East wall to stand and shall not be construed as preventing the Grantors from removing, altering, repairing or rebuilding said East wall as said Grantor, its successors or assigns, may chose.

As consideration for this grant, the Grantee hereby waives and relinquishes any rights which he may have under the provisions of Chapter 443 of the 1939 Code of Iowa.

Dated at Winterset, Iowa, this 19 day of July, A. D. 1946.

Ray E. Fowler
Ray E. Fowler

Hendersons Realty Company,
By Erle W. Henderson President
Mahlon Henderson Secretary