Iowa. That I am well acquainted with the title to the following described real estate, to-wit: Out Lot Ten (10) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Eleven (11) in Township Seventy-four (74) North of Range Twenty-seven (27) West of the 5th P. M. Iowa. That I am acquainted with the heirs at law of Lillie Simmons, who is now deceased, and that wherever in the chain of title to said real estate the name John E. Simmons or Irvin Simmons appears the same refers to one and the same identical person, to-wit: Irvin Simmons. That wherever in the chain of title of said real estate the names Oma M. Simmons and Madge Nichols appears the same refers to one and the same person, to-wit: Madge Nichols. That wherever in the chain of title of said real estate the names Lawrence Simmons, Lawrence E. Simmons, Laurence Simmons and L. E. Simmons appears the same refers to one and the same identical person, to-wit: L. E. Simmons. That wherever in the chain of title of said real estate the names Lillian Fay Simmons, Lillian F. Simmons, and Lillian Moorman appears the same refers to one and the same identical person, to-wit: Lillian Moorman.

That I have no interest in the matters herein set forth except to establish such facts as true.

Jno. N. Hartley

Subscribed and sworn to before me and in my presence this 22nd day of August, A. D., 1952. NOTARIAL SEAL

Charles D. Van Werden
Notary Public in and for Madison County, Iowa

R. B. Hunter
To
The Public

#4970
Fee $1.20 VET.

Filed for record the 28 day of August A. D. 1952 at 3:00 o'clock P. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

AFFIDAVIT

STATE OF IOWA MADISON COUNTY) ss:

I, R. B. HUNTER, of the County of Madison and State of Iowa, being first duly sworn, on oath, depose and state:

That F. R. Hunter and I are the absolute and unqualified owners in possession of the following described real estate situated in the County of Madison and State of Iowa, to wit:

All that part of the Northwest Quarter (NW¼) of Section 9, Township 77 North, Range 28, West of 5th P.M., lying west of the Chicago, Rock Island and Pacific Railway Quarry Switch, also known as the right of way of the Hawkeye Portland Cement Company;
Also a tract of land in the Southwest Quarter (SW¼) of Section 4, Township 77 North, Range 28, West of 5th P.M., described as follows: Beginning on the south line of the right of way of the Chicago, Rock Island and Pacific Railway at a point 538 feet east of the west line of said Section 4, thence westerly along the south line of said right of way to the west line of said section, thence south 416.8 feet to the southwest corner of said section, thence east along the south line of said section 871 feet, thence in a straight line northwesterly to the place of beginning - said tract containing 70 acres more or less;

and are the holders of the record title thereto; that we and our grantors, immediate or remote, in the chain of title to said property have been in possession of said property under claim of ownership since prior to January 1, 1930, and have exercised all of the rights of ownership thereof, including payment of taxes, and that the possession of said property in us and our grantors, immediate or remote, in said chain of title has been in good faith, peaceable, undistrubed, continuous, exclusive, adverse, open and notorious, and that no one has made any claim to any right, title or interest in or to said property adverse to the claim of us and our grantors, immediate or remote.

R. B. Hunter

Subscribed in my presence and sworn to before me by the said R. B. Hunter this 24 day of July, 1952.

Helen Jo Welch
(NOTARIAL SEAL) Notary Public in and for Madison County, Iowa.

TO THE RECORDER OF MADISON COUNTY, IOWA:

We, the undersigned, R. B. Hunter and F. R. Hunter, being the owners in possession of the property described in the foregoing affidavit, do hereby request that said affidavit be filed by the Courty Recorder for us as owners in possession thereof and that there be

State of Iowa } ss.
Madison County }

I hereby certify that the annexed affidavit was filed by _____ the owner in possession of the Lands Mentioned therein. Dated August 29 1952

Wilma M. Wade Recorder
Mary E. Welty Deputy

entered upon the margin of the record a certificate to the effect that said affidavit was filed by us as said owners in possession - all in accordance with Sections 614.17 to 614.20 of the Code of Iowa, 1950, as amended.

R. B. Hunter
F. R. Hunter

COMPARED

Darwin E. Gubser et al
To
Orie L. Jones Jr. et al

#4978
Fee $1.20 VET

Filed for record the 29 day of August A. D. 1952 at 10:30 o'clock A. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

EASEMENT

THIS AGREEMENT made this 25 day of August, A. D., 1952, by and between Darwin E. Gubser and Betty J. Gubser of Earlham, Madison County, Iowa, hereinafter designated as PARTIES OF THE FIRST PART, and Orie L. Jones Jr. and Berdena_Jones of Earlham, Madison County, Iowa, hereinafter designated as PARTIES OF THE SECOND PART, WITNESSETH:

WHEREAS, FIRST PARTIES are the owners of the following described real property, to-wit:

The West Half (W½) of Lots Four (4), Five (5), and Six (6) in Block Two (2) of Nicholson's Addition to the Town of Earlham, and

WHEREAS, the SECOND PARTIES are the owners of the following described real property, to-wit:

The East Half (E½) of Lots Four (4), Five (5), and Six (6) in Block Two (2) of Nicholson's Addition to the Town of Earlham, and

WHEREAS, FIRST PARTIES are interested in establishing a "honeysuckle hedge" on the dividing line between the two above described properties, and

WHEREAS, SECOND PARTIES are willing to extend permission for the purpose of planting such hedge.

IT IS, THEREFORE, AGREED by and between the parties hereto who exchange their mutual promises for consideration hereof as follows:

1. That FIRST PARTIES are hereby granted permission by SECOND PARTIES to plant a "honeysuckle hedge" on said dividing line between the above described properties.

2. FIRST PARTIES agree in return for permission to plant such hedge, to maintain, trim and keep the same in a neat and orderly appearance.

This Agreement shall be binding upon the heirs, administrators, executors, assigns and purchasers of the respective parties.

This Agreement was executed in duplicate originals--one copy to each of the parties.

Darwin E. Gubser
Betty J. Gubser

Orie L. Jones Jr.
Berdena H. Jones

STATE OF IOWA MADISON COUNTY :SS

On this 25 day of August, A. D., 1952, before me the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came Darwin E. Gubser, Betty J. Gubser, Orie L. Jones, Jr., and Berdena_Jones, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary acts and deeds for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.

NOTARIAL SEAL

H. Claude Peer
Notary Public in and for Said County and State.

Merrill S. Creger
To
The Public

#5001
Fee $1.20 VET

Filed for record the 30 day of August A. D. 1952 at 11:03 o'clock A. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

AFFIDAVIT TO CURE DEFECT IN TITLE

STATE OF IOWA CLARKE COUNTY) ss:

I, Merrill S. Creger, being first duly sworn on oath, depose and say:

That I am a resident of Madison County, State of Iowa; that my post office address is Truro, Iowa, and that I am well, personally and intimately acquainted with the following described real estate situated in Madison County, State of Iowa, to-wit: