the foregoing affidavit was filed in my office by the owner in possession as named in said affidavit or by the attorney in fact, as shown by the records, and entered on the records thereof on the 16 day of June, A. D., 1953.

Wilma M. Wade,
Co. Recorder of said County & State

I hereby authorize the County Recorder to file of record and record the above and foregoing affidavit of adverse possession. COMPARED

Ted Harris
Titleholder of Record

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 June 23 1953

Wilma M. Wade Recorder

J. F. Willcox & Chas. Rowe
To
The Public

#4100

Fee $ 1.00 VGH

Filed for record the 23 day of June A. D. 1953 at 8:30 o'clock A. M.

Wilma M. Wade, Recorder

AFFIDAVIT OF ADVERSE POSSESSION

State of Iowa, Madison County) ss:

I, J. F. Willcox, and I, Chas. Rowe, 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 a tract of land commencing 64 rods West of the Northeast corner of Section 2, Township 75 North, Range 28 West of the 5th P. M., Madison County, Iowa, and running thence West 10 rods, thence South 8 rods, thence East 10 rods, thence North 8 rods to the place of beginning, and we know of our own personal knowledge that Glen Newton entered into possession of all of said real estate on or about Apr. 16, 1923, under and by virtue of the warranty deed recorded in Deed Record 67, page 71, of the records of said county, and that he and his grantors, immediate and remote, for more than 30 years last past, have been in the actual, open, notorious, continuous, adverse, exclusive, uninterrupted and peaceable 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 by their tenants claiming under them, have cultivated and fenced the same, and 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 prior to Jan. 1, 1930, and that said Glen Newton now enjoys peaceable possession thereof.

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.

J. F. Willcox
Chas. Rowe

Subscribed in my presence and sworn to before me by the above named affiants this 23d day of June, A. D. 1953.

NOTARIAL SEAL

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

Alfred H. Koch
To
Mrs. Ida Cutshall

#4102

Fee $ 1.40 VGH

Filed for record the 23 day of June A. D. 1953 at 10:10 o'clock A. M.

Wilma M. Wade, Recorder

AGREEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT, made and entered into this 8th day of June, A. D. 1953, by and between Alfred H. Koch, first party, and Ida Cutshall, second party, both of Van Meter, Iowa, WITNESSETH:

First party hereby agrees that second party shall have the right of ingress and egress over and across certain real estate now owned by first party and located in the East Half (E½) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Ten (10), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa, said right of ingress and egress to commence at or near the northeast corner of said section Ten (10) and extend south for a distance of eighty (80) rods to the real estate belonging to the second party, which real estate is located in Section Eleven (11)

Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa.

In consideration of this privilege of ingress and egress, the second party, her agents and assigns, agree to keep the gates now owned and maintained by first party, and such other gates as may be erected, closed and to maintain the gate in the partition fence between the real estate owned by first and second parties respectively.

Second party also agrees to use said right in such a reasonable manner as to inflict as little damage as possible on first party.

It is understood and agreed that first party, his heirs, representatives or assigns, may at their election terminate the right of second party, her heirs, representatives or assigns, to cross said real estate owned by first party by giving said second party, her heirs, representatives or assigns, a sixty (60) day notice in writing, said notice to be served by ordinary mail addressed to second party, her heirs or assigns, at their last known address. The affidavit of the first party, his heirs, representatives or assigns, as to the mailing of said notice shall be conclusive as to the giving of said notice.

It is understood that the right herein granted to the second party is permissive only and is not intended to vest second party, her heirs or assigns, with any right, title or interest in and to any of the real estate now owned by first party, and upon giving the sixty (60) day notice aforesaid, any right of second party, her heirs, representatives or assigns, shall terminate and absolutely cease.

Alfred H. Koch First Party
Mrs. Ida Cutshall Second Party

STATE OF IOWA COUNTY OF MADISON) ss

On this 23rd day of June, A. D. 1953, before me Wanda Finney a Notary Public in and for the County of Madison, State of Iowa, personally appeared Alfred H. Koch to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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.

(Notarial Seal) Wanda Finney Notary Public
in and for Madison County, State of Iowa.

STATE OF IOWA COUNTY OF Dallas) ss

On this 18th day of June, A. D. 1953, before me Bonnie E. Feldman a Notary Public in and for the County of Dallas, State of Iowa, personally appeared Ida Cutshall 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.

NOTARIAL SEAL

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

Bonnie E. Feldman Notary Public
in and for Dallas County, State of Iowa.

John Cowl Stewart
To
The Public

#4164
Fee $1.00 VGH

Filed for record the 26 day of June A. D. 1953 at 9:33 o'clock A. M.
Wilma M. Wade, Recorder

AFFIDAVIT

STATE OF IOWA DECATUR COUNTY) SS

I, JOHN COWL STEWART of said County and State, being first duly sworn, on oath depose and say that I am the grantee named in a warranty deed in which Nellie L. Stewart conveyed to me the West Forty (40) feet of Lot Two (2) in Block Eight (8) of the Original Town of Winterset, Madison County, Iowa, said deed having been dated September 5, 1951, recorded September 11, 1951, and found of record in Deed Record Book 32 at Page 531 of the records of the Office of the County Recorder of Madison County, Iowa; that in said deed the consideration shown for the conveyance of said real estate was One Dollar and other valuable consideration; that in truth and in fact I have paid or advanced to the grantor named in said deed, Nellie L. Stewart, sums totaling in excess of Six Thousand ($6,000) Dollars, and