That the indebtedness of the Party of the Second Part is as follows:

H. L. Paull, Guardian - yearly payment $320.00

H. L. Paull, Guardian - note $500.00 with interest at 4% from August 27, 1941

H. L. Paull, Guardian - note $500 with interest at 6% from August 5, 1945

Jackson Electric - one-half of the note, $336.44 with interest at 5% from September 25, 1951

Madison County Treasurer - real estate taxes $321.46

Pine Ridge - 200 Trees, $10.20

Montross Pharmacy - account $108.50

Builders Finance Company, 900 Roanoke Bldg., Minneapolis, Minn. - $197.92

Eclipse Lumber Company - $213.00

M. Young & Company - note $249.43 with interest at 5% from April 27, 1951

Hay baling, east farm - $17

Sweeney Imp. Co. - $4.00 hauling

Madison County Drug - Paint, $8.16

Frank Jessup, Lumber - $42.04

County Engineer - $15.00

That the said Party of the First Part shall pay all outstanding debts that he has contracted and which are outstanding and which are classified as his personal indebtedness or indebtedness contracted because of the farm he owns in Union County, Iowa, and that he will save harmless the Party of the Second Part from any liability on said indebtedness.

That the said Party of the Second Part shall pay all outstanding debts which she has contracted and which are outstanding and which are classified as her personal indebtedness or indebtedness contracted because of the farm owned by her in Madison County, Iowa, and that she will save harmless the Party of the First Part from any liability on said indebtedness.

It is further agreed that First Party is entitled to dirt blade and extension ladder and Second Party is entitled to manure spreader now on East Farm.

IN WITNESS WHEREOF we have hereunto set our hands the day and year first herein written.

Miles S. Black
Party of the First Part.

Myra Black
Party of the Second Part.

STATE OF IOWA MADISON COUNTY) SS

On this 13th day of December A. D. 1951, before me the undersigned, a Notary Public within and for said County and State, personally appeared MYLES S. BLACK AND MYRA BLACK personally to me known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution of the same to be their voluntary act and deed.

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

NOTARIAL

Charles D. Van Werden Notary Public
in and for said County.

Mary A. Scott
To
The Public

#6686
Fee $1.00 VGH
AFFIDAVIT

Filed for record the 24 day of November A. D. 1953 at 11:50 o'clock A. M.
Wilma M. Wade, Recorder

State of Iowa, Madison County) ss:

I, Mary A. Scott, 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 20 years last past, and am well and personally acquainted with the persons hereinafter named; that I am a daughter of M. E. Swesey named as grantee in a certain Adminostrator's Deed dated Aug 16, 1930, recorded in Town Lot Deed Record 21, page 529, of the records of Madison County, Iowa; that the said M. E. Swesey is the same and identical person as Malinda Elizabeth Swesey, and as Malinda E. Swesey, and that she died intestate in Madison County, Iowa, in the year 1937, leaving as her only child, this affiant, Mary A. Scott, and as her surviving husband, Charles Wesley Swesey, who is the same person as Charles W. Swesey; that the said Charles

Wesley Swesey died in the year 1944, intestate and unmarried, in the state of Iowa, leaving as his only heirs at law, three sisters, Jane Fulton, Nettie Porter, and Anna Swesey, a brother, Robert Swesey, who died intestate in the State of California, on or about 1948, and two nephews, Ralph V. Armstrong and Guy M. Armstrong, and one niece, Ruth M. Smith, being children of a deceased sister, one Julia Armstrong.

I further state that the said Charles Wesley Swesey and Robert Swesey both died without issue, being unmarried men at the time of their respective deaths, and that the estates of the said Malinda E. Swesey, Charles Wesley Swesey, and Robert Swesey were never administered in any court, but that all their just and legal debts, including expenses of last illness and burial, were paid in full, and that the value of their entire estates, including life insurance, did not exceed the total sum of $1,000 for each estate.

I further state that I am in no way interested in the title to the real estate affected hereby, being Lot 15 in Block 4 of the Original Town of Truro, Madison County, Iowa, but make this affidavit at the request of the present owner thereof for the purpose of establishing of record the facts above set forth.

Mary A. Scott

NOTARIAL SUBSCRIBED in my presence and SWORN to before me by the above named affiant, this 23 day of November, A. D. 1953.

M. S. Creger Notary Public
in and for Madison County, Iowa.

Wade Stephenson By H. G. Tilton, Agent
To
Michael O. McCarthy & wife

#6814

Fee $1.00 VGH

Filed for record the 30 day of November A. D. 1953 at 10:03 o'clock A. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

TO: MICHAEL O. MC CARTHY and MARGARET O. MC CARTHY, Husband and Wife:

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the undersigned Wade Stephenson, the vendor in one certain written land contract dated January 12, 1951, wherein you agreed to purchase the following described real estate located in Madison County, Iowa, to-wit:

Lots Two (2), Three (3), and Four (4) in Block Nine (9)
of the Town of Barney, Madison County, Iowa,

has elected to forfeit said contract.

YOU AND EACH OF YOU ARE FURTHER NOTIFIED that said forfeiture is declared because of your failure to pay to the undersigned vendors the sum of Four Hundred Eighty-three Dollars Ninety-nine Cents ($483.99), together with 5 per cent interest thereon from the date of January 12, 1951, which sum of principal and interest is now due and owing.

YOU AND EACH OF YOU ARE FURTHER NOTIFIED that said forfeiture is declared because of your failure to make payments upon said contract as therein provided, in the total sum above mentioned.

YOU AND EACH OF YOU ARE FURTHER NOTIFIED that said contract will stand forfeited and cancelled, unless you, as the vendees upon said contract, within thirty (30) days after service of this notice upon you, pay the entire unpaid principal balance due or to become due under the terms of said contract as aforesaid, together with all payments becoming due during said thirty day period, with interest thereon as provided in said contract, and in addition thereto the reasonable cost of service of this notice.

All of which you will take due notice and govern yourselves accordingly.

Dated at Winterset, Iowa, this 30th day of October, A. D., 1953.

WADE STEPHENSON
By H. G. Tilton His Agent

We and each of us hereby acknowledge receipt of a copy of the within and foregoing notice this 23d day of November, A. D. 1953, in Madison County, Iowa, and accept service of the said notice and waive all irregularities as to time, place, and manner of service of the same.

COMPARED

Michael O. McCarthy
Margaret McCarthy