Quarter (SE¼) of Section Twenty-two (22), the North Half (N½) of the Southeast Quarter (SE¼) and the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and the South Half (S½) of the Southwest Quarter (SW¼) and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty-three (23), and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Twenty-six (26), all in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa,

and that I am presently the tenant in possession thereof under lease with R. H. Willits of Des Moines, Iowa.

That I have personal knowledge of the matters herein referred to.

That R. H. Willits and Marguerite Willits acquired title to said property in joint tenancy on November 2, 1948; that Marguerite Willits died at Des Moines, Iowa, on October 16, 1952, and as surviving joint tenant, R. H. Willits is the owner of said property.

That my possession of said property is the possession of my landlord, the said R. H. Willits, and the said R. H. Willits is the present owner of record of said property.

That the said R. H. Willits and his grantors, immediate and remote, have been in actual, open, adverse, notorious, hostile, continuous and exclusive possession of said property since and prior to January 1, 1940, as shown by the records of Madison County, Iowa, and have held such possession under color of title, claim of right and claim of ownership in fee simple since and prior to January 1, 1940. That said possession has been peaceable and undisturbed and to my knowledge and belief the title has never been questioned or disputed since January 1, 1940.

This affidavit is made for the purpose of establishing title to the above described property in accordance with Section 614.17 of the Code of Iowa and for the purpose of being recorded in accordance with the provisions of Sections 558.8 and 614.17.

Edgar Mahan

Subscribed and sworn to before me by Edgar Mahan this 7th day of May, 1954.

(Notarial Seal)

Esther Cochran Notary Public
in and for Madison County, Iowa.

RECORDER'S CERTIFICATE

STATE OF IOWA MADISON COUNTY) SS:

I, the undersigned, being the County Recorder of Madison County, Iowa, do hereby certify that the foregoing affidavit was filed by the owner in possession of said real estate, R. H. Willits, as named in said affidavit.

Witness my hand this 7 day of May, 1954.

COMPARED

Wilma M. Wade
Recorder of Madison County, Iowa.

Oliver Perry Haxton
To
The Public

#3054

Fee $1.00 VGB

Filed for record the 10 day of May A. D. 1954 at 8:20 o'clock A. M.

Wilma M. Wade, Recorder

REVOCATION OF POWER OF ATTORNEY

STATE OF CALIFORNIA COUNTY OF Santa Cruz: ss

I, Oliver Perry Haxton of 118 Grandview, Santa Cruz, California, being first duly sworn on oath, depose and say, to-wit:

That on October 18, 1943, I executed an instrument, the same being a Power of Attorney, to my father, Ollie P. Haxton, by which I gave to Ollie P. Haxton, the grantee therein, the power to execute and deliver good and sufficient instruments for the pledging, mortgaging or deeding of the

Southwest Quarter (SW¼) of Section Eight (8), Township Seventy-seven (77), North of Range Twenty-nine (29), West of the 5th P. M., Madison County, Iowa.

That said Power of Attorney provided that it was to remain in full force and effect until revoked by the undersigned who executed said Power of Attorney as grantor by means

of an instrument in writing, recorded in the Office of the County Recorder of Madison County, Iowa, said Power of Attorney being filed in the Office of the County Recorder of Madison County, Iowa, on October 28, 1943, in Miscellaneous Records Book 24, on Page 60, thereof.

I further depose and say that I do now and hereby revoke said Power of Attorney as fully and completely as if the same had never been granted, and that the same is hereby canceled, declared null and void, and of no further force and effect.

Dated this 25th day of February, A. D. 1954.

Further this affiant sayeth not. Oliver Perry Haxton

NOTARIAL SEAL

Subscribed and sworn to before me and in my presence by the above named affiant on the day and year last above written. Gene T. Terrini Notary Public in and for Said County and State.

Sworn and Subscribed to before me this 25th day of Feb. 1954. My commission expires April 17, 1956.

C. R. Bentz, Jr. To The Public ... | #3062 Fee $1.00 VGH | Filed for record the 10 day of May A. D. 1954 at 1:48 o'clock P. M. Wilma M. Wade, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY) ss

I, C. R. Bentz, Jr., being first duly sworn on oath depose and say, that I have been a practicing attorney in Winterset, Iowa, for the past five (5) years; that I was attorney for Charles D. Van Werden, et al, Plaintiff, in cause No. 18035 Law, in the District Court of the State of Iowa in and for Madison County, wherein judgment was obtained against one George W. Brown and Patricia Joanne Brown; that the judgment debtors in said case resided in Des Moines, Iowa, as shown by Affidavit of Indentification on file in said cause.

I further depose and say that I am personally acquainted with George W. Brown, one of the heirs-at-law of Alice Brown, Deceased, whose estate is pending administration in the District Court of the State of Iowa in and for Madison County as cause No. 5399 Probate; that the said George W. Brown, who is an heir-at-law of the said Alice Brown, Deceased, is a different person than the George W. Brown, who is one of the judgment debtors in said cause No. 18035 Law, above mentioned.

Dated at Winterset, Iowa, this 6th day of May, A. D. 1954.

C. R. Bentz, Jr.

NOTARIAL SEAL

Subscribed and sworn to before me by C. R. Bentz, Jr. this 6th day of May, A. D. 1954.

Wanda Finney Notary Public in and for Madison County, Iowa.

Harold S. Carmichael & Frances E. Carmichael To J. C. & Ida L. Greenslade | #3065 Fee $ 1.40 VGH | Filed for record the 10 day of May A. D. 1954 at 1:57 o'clock P. M. Wilma M. Wade, Recorder

NOTICE OF FORFEITURE OF CONTRACT

TO ..... . J. C. GREENSLADE and IDA L. GREENSLADE.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the undersigned, Harold S. Carmichael and Frances E. Carmichael, do hereby elect to terminate the written contract bearing date of January 28, 1952, originally executed by Leo Paul Black and Ida L. Black as purchasers, which contract was assumed by you under a written contract dated January 31, 1953, wherein you assumed to pay the balance due to the undersigned, said latter contract being executed by you as purchasers and assignees from Leo Paul Black and Ida L. Black.

YOU AND EACH OF YOU ARE FURTHER NOTIFIED that all of your rights under and by virtue of both of said contracts hereinbefore referred to shall be terminated thirty (30) days after service of this Notice upon you and all payments which you and Leo Paul Black and Ida L. Black have made upon said contracts and all improvements placed by you on said premises shall become and remain the property of the undersigned as liquidated damages.

YOU AND EACH OF YOU ARE FURTHER NOTIFIED that unless you deliver up peaceable possession