under claim of right and color of title, and that no claim of any kind adverse to his possession has ever been asserted to any of said real estate to our personal knowledge since Jan. 1, 1940.

We further state that we were well and personally acquainted with Stephen A. Bradshaw who is named as grantee in the warranty deed recorded in Deed Record 45, page 437, conveying the above described real estate, and know that he is the same and identical person as the S. A. Bradshaw who died intestate on or about May 8, 1949, and whose estate was administered in the District Court of Madison County, Iowa, and shown in Probate Docket L, page 531, of the records in the office of the Clerk of said Court.

E. E. Pomeroy
James Smith

SUBSCRIBED in my presence and SWORN to before me by the above named affiants this 23 day of January, A. D., 1958. NOTARIAL SEAL Harry F. Anderson Notary Public in and for Madison County, Iowa.

Charles E. Tucker To The Public — #635 — Fee $1.00 — Filed for record the 31 day of January A. D. 1958 at 3:50 o'clock P. M. Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY : ss

I, Charles E. Tucker, being first duly sworn on oath depose and say, that I was well and truly acquainted with Clyde A. Addy, the surviving husband of Lydia A. Addy, Deceased, who held a life estate for and during his natural life in and to the following described real estate, to-wit:

The North Half (N½) of Lots Three (3) and Four (4) in Block Thirteen and One Half (13½), Pitzer and Knight's Addition to the Town of Winterset, Madison County, Iowa.

That the said Clyde A. Addy died on August 18, 1957 at San Gabriel, California.

Dated at Winterset, Iowa, this 31st day of January, 1958.

Charles E. Tucker

Subscribed and sworn to before me by Charles E. Tucker this 31st day of January, 1958.

NOTARIAL SEAL

Shirley A. Webster Notary Public in and for Madison County, Iowa.

J. C. & Marion S. Moore et al To John Edward Gorman et al — #779 — Fee $1.80 — Filed for record the 7 day of February A. D. 1958 at 11:15 o'clock A. M. Mary E. Welty, Recorder

PARTNERSHIP AGREEMENT

THIS AGREEMENT, entered into between the parties hereto for the purpose or reducing to writing an oral agreement heretofore existing between the parties, WITNESSETH:

WHEREAS, prior to the death of the late Ed M. Smith, J. C. Moore and Marion S. Moore were each the owners of an undivided one-fourth interest in the newspaper business conducted in Winterset, Iowa, under the name of THE WINTERSET MADISONIAN, and,

WHEREAS, in connection with the settlement of the estate of the late Ed M. Smith, J. C. Moore, Marion S. Moore and John Edward Gorman each acquired an interest in said business, and,

WHEREAS, the parties hereto are desirous of clearly defining their respective interests in said business and clearly defining the property which the parties hereto have considered to be a part of said business.

NOW THEREFORE, IT IS AGREED by and between the parties hereto:

1. NAME OF PARTNERSHIP. It is understood that the partnership business shall be carried on under the name of THE WINTERSET MADISONIAN and its principal place of business shall be at Winterset, Iowa.

2. NATURE OF BUSINESS. The principal business of the partnership shall be maintaining a newspaper office; publishing a newspaper or newspapers; commercial printing, and such allied business activities as the parties hereto may deem proper.

3. CAPITAL OF PARTNERSHIP. The capital of the partnership shall consist of the following described property:

A. The real estate and building or buildings which are or may be occupied by said business.

B. The presses, equipment and fixtures kept and used in connection with said business including all substitutes and additions thereto.

C. The supplies and inventory kept in connection with the operation of the business.

D. The subscription list, or lists, kept in connection with the operation of said business.

E. All other property of every kind and nature kept and used in connection with the operation of said business, including all accounts receivable and including the cash on hand and money on deposit in the name of THE WINTERSET MADISONIAN, said money, however, not to be in excess of the sum of One Thousand Dollars ($1,000).

The above described property shall, for the purpose of this partnership, be considered as capital irrespective of whether or not certain portions thereof is for income tax purposes considered as income to the parties hereto or some of them during any tax year.

At the time of the death of any of the parties hereto, their respective interests in this partnership shall be determined on the basis of their interest in the capital of this partnership as hereinbefore defined. The value of such decedent's interest is to be determined by taking the book value of the partnership capital assets, as hereinbefore defined, and deducting therefrom all indebtedness owing by the partnership at such time.

4. INTEREST OF PARTNERS. It is understood and agreed that J. C. Moore and Marion S. Moore are each the owners of an undivided five-twelfths (5/12) interest in and to the property belonging to this partnership, and that John Edward Gorman is the owner of an undivided two-twelfths (2/12) interest in and to said partnership property, subject to the right of Marion S. Moore to receive the income from said two-twelfths interest during the time of her natural life.

5. TERMINATION IN THE EVENT OF DEATH. In the event of the death of any of the parties hereto, this partnership shall terminate.

6. WITHDRAWAL OF PARTY. In the event that any party hereto desires to terminate this partnership, then the other partners shall be entitled, at their election, to purchase all of the interest in and to the partnership assets as hereinbefore defined on the basis of the net book value of said assets at said time.

The interest of the said John Edward Gorman to be determined without reference to the life estate held by the said Marion S. Moore, and the purchase of said interest on the basis of the book net value at said time shall be a final determination of the interest of the said John Edward Gorman in the partnership property.

7. TIME OF PARTNERS. All of the parties hereto agree to devote their full time to the conduct of said business, and John Edward Gorman shall receive such salary and bonuses as may be agreed upon between the parties hereto from time to time.

8. DIVISION OF NET INCOME. The balance of the net income from said partnership shall be divided equally between J. C. Moore and Marion S. Moore. J. C. Moore and Marion S. Moore shall be entitled to claim all depreciation allowable under the Federal and State Income Tax Laws. J. C. Moore and Marion S. Moore shall be responsible for preparing and filing the partnership income tax returns.

Dated at Winterset, Iowa, this 6 day of February, 1958.

Marion S. Moore
Marion S. Moore
J. C. Moore
J. C. Moore

John Edward Gorman
John Edward Gorman

COMPARED

Frank Davis & Paul O. Roby To The Public

#915

Fee $1.00

Filed for record the 15 day of February A. D. 1958 at 10:45 o'clock A. M.

Mary E. Welty, Recorder

AFFIDAVIT

State of Iowa, Madison County) ss:

I, Frank Davis, and I, Paul O. Roby, of said county and state, being first duly sworn on oath depose and say that we have been residents of Madison County, Iowa, for more than 20 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 the SW¼ NE¼ Sec. 28-74-26, and know of our own personal knowledge that A. A. Dudney and Enid A. Dudney entered into possession of said real estate on or about June 25, 1952, and now hold title thereto under the warranty deed recorded in Deed Rec. 87, page 31, of the records of said county, and that they and their grantors, immediate and remote, since prior to Jan. 1, 1940, have been in the actual, open, notorious, continuous, adverse, exclusive, uninterrupted and peaceable possession of all of said real estate under claim of right and color of title, and that no claim of any kind adverse to their possession has ever been asserted to any of said real estate to our personal knowledge since Jan. 1, 1940.

Frank Davis
Paul O. Roby

SUBSCRIBED in my presencd and SWORN to before me by the above named affiants this 14 day of February, A. D. 1958. NOTARIAL SEAL

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

State of Iowa } ss.
Madison County }

I here[illegible] that the annexed affidavit was filed by [illegible] on the [illegible] day of [illegible] A. D. 19[illegible] at [illegible] o'clock [illegible] M. and recorded in Book [illegible] of Miscellaneous Records, page [illegible]

A. A. Dudney and Enid A. Dudney

Lands Mentioned therein.

Mary E. Welty, Recorder

W. R. Young To The Public

#932

Fee $1.00

Filed for record the 17 day of February A. D. 1958 at 10:45 o'clock A. M.

Mary E. Welty, Recorder

AFFIDAVIT OF IDENTITY

STATE OF IOWA MADISON COUNTY : ss

I, W. R. Young, being first duly sworn do upon oath depose and say that I am the record titleholder and owner of the following described real estate, to-wit:

The West Half (½) of the Northwest Quarter (¼) and the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Twelve (12), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

That the names William R. Young and W. R. Young are mentioned in connection with the chain of title to this real estate and that they are one and the same person and I am the person.

Dated this 15 day of Feb. 1958.

W. R. Young

Subscribed and sworn to before me this 15 day of Feb, 1958.

(NOTARIAL SEAL)

John J. Goen Notary Public
in and for Madison County, Iowa.

The undersigned, W. R. Young, holder of the record title to and the party in possession of the above described real estate asks the County Recorder to record the above Affidavit in support of his title to said real estate.

W. R. Young
by John J. Goen

COMPARED