That we have no interest in said real estate and make this affidavit at the request of the present owner thereof for the purpose of establishing of record the facts herein stated.

H. G. Tilton
L. P. Jackson

Subscribed and sworn to before me and in my presence this 31 day of January, 1959.

NOTARIAL SEAL

Jno. N. Hartley Notary Public
in and for Madison County, Iowa

Jno. N. Hartley
To
The Public

#1109
Fee $1.20
AFFIDAVIT

Filed for record the 9 day of March A. D. 1959 at 3:10 o'clock P. M.
Mary E. Welty, Recorder
V G.H.

STATE OF IOWA, Madison County, ss:

I, Jno. N. Hartley, being duly sworn, depose and say: that I am a resident of Madison County, Iowa,and am a practicing attorney at law at Winterset, in Madison County, Iowa; that I am acquainted with the real estate in Madison County, Iowa, described as a tract of real estate bounded by and included within a line running as follows:

> Commencing at a point 1002 feet 8 inches West and 42 feet 11.12 inches South of the Northeast corner of the Northeast Quarter (¼) of the Southwest Quarter (¼) of Section 36, in Township 76 North, of Range 28 West of the 5th P. M., running thence South 683 feet .88 inches to the center of the public highway, thence West 317 feet 4 inches to the West line of said 40-acre tract, thence North 683 feet .88 inches, thence East 317 feet 4 inches to the place of beginning:

that I have been well and personally acquainted with said real estate, and with the facts concerning the ownership and possession of said real estate, for more than 30 years last past, continuously, and I know that Delia F. Sheldon was in possession of said real estate, under color of title and claim of right, as far back as January 1, 1928, and that said Delia F. Sheldon and Olga Peterson, who succeeded said Delia F. Sheldon as owner of said real estate, have been in actual, continuous, uninterrupted, notorious, open, hostile, and adverse possession of said real estate, under color of title and claim of right, from and after the 1st day of January, 1928, until after said Olga Peterson, with her husband joining, entered into contract to sell said real estate to the municipal corporation, City of Winterset, Iowa, in the month of December, 1958; and that all of said real estate is included within the real estate which has sometimes been described as the West 5 acres of that part of the Northeast Quarter of the Southwest Quarter of Section 36, Township 76 North, Range 28 West of the 5th P.M. which lies North of a line extending Westward from and on the same course with the center of Jefferson Street in the City of Winterset, Madison County, Iowa.

Jno. N. Hartley

Subscribed in my presence and sworn to before me by said Jno. N. Hartley this 9th day of March, 1959.

NOTARIAL SEAL

Daniel J. Gallery Notary Public
in and for Madison County, Iowa.

L. Myrlee Paul
To
The Public

#1132
Fee $ 1.00
AFFIDAVIT

Filed for record the 10 day of March A. D. 1959 at 9:51 o'clock A.M.
Mary E. Welty, Recorder
V G.H.

STATE OF IOWA POLK COUNTY) ss.

I, L. Myrlee Paul, being first duly sworn, state that I am a resident of Des Moines, Iowa, and am a daughter of F. E. Dickey and Cora Adel Dickey, both deceased; that my father, F. E. Dickey, was formerly the owner of the following described real estate, to-wit:

"Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 16, and the East Half (E½) of the Northeast Quarter (NE¼) and the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 17, all in Township 76 North, Range 29, West of the 5th P.M., Madison County, Iowa."

That on or about February 20, 1920, the said F. E. Dickey, sold said real estate to Frank Bissell Incorporated and took back a mortgage in the sum of $20,000.00, which was filed for record on March 8, 1920 and recorded in Book 69 on Page 264 of the mortgage records of Madison County, Iowa; that subsequently thereto said real estate was sold to C. E. Wambold and on February 27, 1930 an extension agreement was entered into between the said C. E. Wambold and F. E. Dickey extending said mortgage to March 1, 1940; that said extension agreement was filed for record on March 13, 1930 and was recorded in Book 82 on Page 439 of the mortgage records of Madison County, Iowa; that thereafter the above described real estate was conveyed to Cora A. Dickey and in consideration therefor it was agreed that the said F. E. Dickey would release said mortgage; that through inadvertence or mistake said mortgage was never released; that I know that both my father, F. E. Dickey, and my mother, Cora Adel Dickey thought that said mortgage had been released; that I know said mortgage has never extended since March 1, 1940, and the same is not a valid indebtedness nor a lien on the above described real estate; that the statements herein contained are true as I verily believe and are made to explain why said mortgage had not been released.

That the recorder of Madison County, Iowa is hereby authorized to file this affidavit of record.

L. Myrlee Paul

Subscribed and sworn to before me this 9th day of March, 1959.

NOTARIAL SEAL

Chas. W. Bowers Notary Public
POLK COUNTY, IOWA.

W. G. Jackson
To
The Public

#1134
Fee $1.00
AFFIDAVIT

Filed for record the 10 day of March A. D. 1959 at 1:40 o'clock P.M.
Mary E. Welty, Recorder

VGH

STATE OF IOWA: MADISON COUNTY: SS

I, W. G. Jackson, of Earlham, Madison County, Iowa, being first duly sworn, on oath depose and say, to-wit:

That I was well and personally acquainted with one O. G. Andrew, also known as Orla G. Andrew, who died at Earlham, Iowa, on July 15, 1945. That I was well and personally acquainted with his business transactions and have been for a number of years.

I further depose and say that he died intestate and that his death was generally known. That the estate of Orla G. Andrew has not been administered upon, and that of my own personal knowledge, I know that all debts and claims, including the expense of the last sickness and burial have been paid.

I further depose and say that the said decedent was survived by his wife, Ella Andrew, and by his two sons, Clarence Andrew and Robert Andrew.

I further depose and say that the assets of the decedent's estate was less than $4,000.00, prior to the payment of the obligations of the said Orla G. Andrew, and that the only obligation he had was a possible obligation for Old Age Assistance furnished to his wife, Ella Andrew. That after the payment of said obligations, said estate consisted of a net of less than $3,000.00.

Further this affiant sayeth not.

Dated this 3 day of March A. D. 1959.

W. G. Jackson