Lot Number One Hundred and Three (103) in the town of Manvel, (formerly Pomona) Brazoria County Texas, according to the plat of said town of record in the office of the County Clerk of said Brazoria County, Texas, containing Ten (10) acres of land.

That at the time of the death of Elmer E. Roseman the only property in which he had any interest was the said real property. That the reasonable market value of said property on the dates of the deaths of Lauretta H. Roseman and Elmer E. Roseman was less than $10,000.00.

That neither of said persons had life insurance and that no transfers took place as the result of the death of either of said persons which would incur liability for Federal Estate Tax.

Mary M. DeVault

SUBSCRIBED and sworn to before me this 19th day of May, 1959.

NOTARIAL SEAL

Roland Maxwell Notary Public in and for said County and State.

Merle L. Percy & wife To Federal Land Bank of Omaha | #2145 Fee $1.40 | Filed for record the 23 day of May A. D. 1959 at 10:15 o'clock A. M. Mary E. Welty, Recorder Shirley G. Henry, Deputy

ASSIGNMENT OF PROCEEDS OF LIMESTONE LEASE AND ACCEPTANCE OF NOTICE THEREOF

V G.H.

ASSIGNMENT

WHEREAS, Max Gendler (hereinafter referred to as the Lessee) is the owner and holder of a certain Limestone Lease dated the 21st day of August 1953, executed by Merle L. Percy and Margaret L. Percy, husband and wife, of Earlham, Iowa, as Lessors, to Max Gendler of Des Moines, Iowa, (named therein as Lessee) upon the following described real estate situated in the County of Madison, State of Iowa, to-wit:

The South Half of the Northwest Quarter of the Northwest Quarter of Section Eleven, Township Seventy-Six North, Range Twenty-Nine, West of the 5th Principal Meridian, Madison County, Iowa,

said Lease being filed November 24, 1953, as Instrument No. 6688 in the records of said County; and

WHEREAS, the said lessors have applied to The Federal Land Bank of Omaha, Omaha, Nebraska, a corporation, for a mortgage loan in the amount of $6,000 upon all of the above described real estate, and additional real estate; and

WHEREAS, The Federal Land Bank of Omaha is willing to make said loan to said Lessors provided the lessors assign the proceeds of said Lease as collateral security, and also assign the proceeds of any subsequent Lease.

NOW, THEREFORE, in consideration of the premises, the said lessors, and each of them, do hereby assign and transfer to The Federal Land Bank of Omaha, all rents, royalties, bonuses, payments, damages, and moneys due or to become due in accordance with the provisions of said Limestone Lease, and any subsequent Lease; all of said amounts, when received to be applied upon the indebtedness secured by said mortgage, in accordance with the provisions thereof; and said Lessors do hereby authorize and direct the Lessee and his assigns to make payment of all such amounts to The Federal Land Bank of Omaha.

This agreement, the covenants, conditions, and agreements of which shall be binding upon the heirs, successors, and assigns of all parties mentioned herein, shall be and remain in full force and effect until such time as the mortgage hereinbefore described shall have been released of record.

Executed this 28 day of April 1959.

Witness:
Marilyn Runyan
Marilyn Runyan

Merle L. Percy
Merle L. Percy
Margaret L. Percy
Margaret L. Percy

STATE OF IOWA COUNTY OF MADISON) SS.

On this 28 day of April 1959, before me personally came Merle L. Percy and Margaret L. Percy, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that said execution was their free act and voluntary deed.

(NOTARIAL SEAL)

Carol L. Bond Notary Public
in and for said County and State
My commission expires July 4, 1960.

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned, Lessee under the Limestone Lease referred to in the foregoing assignment, hereby acknowledges due receipt of a true copy of the said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; and that payment of any and all amounts due or to become due in connection with said Lease, and any subsequent Lease, shall be made in accordance with the provisions of said assignment.

WITNESS my hand this 7th day of May 1959.

Max Gendler
Max Gendler

STATE OF IOWA COUNTY OF POLK) SS.

On this 7th day of May 1959, before me personally came Max Gendler, to me known to be the person described in and who executed the foregoing instrument and acknowledged that said execution was his free act and voluntary deed.

NOTARIAL SEAL

Stanley L. Isaacson Notary Public
in and for said County and State
My commission expires July 4, 1960.

C. R. Bentz To The Public — #2154 — Fee $1.00 — AFFIDAVIT

Filed for record the 25 day of May A. D. 1959 at 11:15 o'clock P. M.
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

VGH

STATE OF IOWA MADISON COUNTY) ss.

I, C. R. Bentz, being first duly sworn on oath, depose and say that I was the Attorney for the Plaintiff in the case of Miriam Durand, Plaintiff, versus Ruth Howell Grossman, et al., No. 18845 Equity in the District Court of Madison County, Iowa; and that I know of my own personal knowledge that Miriam Durand; Ruth Howell Grossman; Alice Howell; Gladys Amos; Grace Severe; Margaret Howell Cramer; Jennie Howell Fish; Mary Howell Hisey; Alexander Wilson Howell; Jeanette N. Miller; James N. Howell; Mary Elizabeth Brougher; Ida Marie Vaughn; Ethel Seams; Doris Gray; Maude Howell; Ethel Strable; Margaret Dillinger; Geraldine Lee; Doyle Howell; Delbert Howell; Morriss Howell; Harry H. Smith; Ryman J. Smith; Nellie M. Smith; Geo. P. Durand were alive on February 21, 1959 at the time an order approving sale of Real Estate was entered in said case.

Dated at Winterset, Iowa this 19___ of May, A.D. 1959.

C. R. Bentz

Subscribed and sworn to before me by the said C. R. Bentz this 25th day of May, A.D. 1959.

COMPARED

(DISTRICT COURT SEAL)

Laura Garnett Deputy
Clerk of Court

Arling E. Smith To The Public — #2155 — Fee $1.00 — AFFIDAVIT

Filed for record the 25 day of May A. D. 1959 at 11:18 o'clock A. M.
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

VGH

STATE OF IOWA MADISON COUNTY) ss.

I, Arling E. Smith, being first duly sworn on oath, depose and say that I was well and personally acquainted with Minnie Howell, who died intestate, a resident of Madison County, Iowa, on April 4, 1956; that the said Minnie Howell was receiving old age assistance from the State of Iowa at the time of her death; and that she left no money or property of any kind except a few items of personal property and clothing.

I further state that I was well and personally acquainted with Carroll Howell, who