following described real estate, situated in Madison County, Iowa, to-wit:

The South Half (½) of the Southwest Quarter (½) of Section Fourteen (14); all that part of the Southeast Quarter (½) of the Southeast Quarter (½) of Section Fifteen (15) lying East of the right of way of the Chicago, Great Western Railway Company; and the East 7½ Acres of the North One-Fourth (1/4) of the Northeast Quarter (½) of the Northwest Quarter (½) of Section Twenty-three (23); all in Township Seventy-four (74) North, of Range Twenty-seven (27) West of the 5th P. M.,

and I have known the same continuously, together with the parties in possession thereof under claim of ownership for the past 36 years.

2. That Albert Bromley and John Bromley are now in complete possession of all of said real estate, and the present owners of record thereof, and this affiant says on oath, that said present owners and possessors have by themselves and their grantors of record immediate and remote, held the chain of title to all of said real estate, and the absolute possession thereof continuously since March 15, 1924, which I know of my own personal knowledge of said real estate during all of the period of time since said date. That the foregoing affidavit is made for the purpose of complying with Section 614.17 of the 1958 Code of Iowa.

3. This affiant further states that she is the same and identical person as the Anna Pearl Peters named as one of the grantees in a certain deed dated April 15, 1954, recorded on February 18, 1959, in the office of the recorder for Madison County, Iowa, in Deed Record 87, page 534, and that wherever in the chain of title to the real estate described in paragraph one above the name Pearl Peters and Anna Pearl Peters appears, the same refers to the same and identical person being this affiant.

4. This affiant further states that she was well and personally acquainted with Theo Post and Mary A. Post, grantors named in a certain quitclaim Deed dated December 27, 1943 and recorded on the same date, in the office of the recorder for Madison County, Iowa, in Deed Record 71, page 477, in which deed the grantee is shown as C. A. Hamilton; that I know from my own personal knowledge that the said Theo Post and Mary A. Post were husband and wife at the time of said conveyance.

Pearl Peters
Pearl Peters

Subscribed and sworn to before me this 20th day of April, 1960.

Emery L. Goodenberger Notary Public
(NOTARIAL SEAL) in and for Madison County, Iowa

The undersigned, Albert Bromley and John Bromley, holders 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 their title to said real estate.

Albert Bromley
Albert Bromley
John Bromley
John Bromley

CERTIFICATE OF RECORD

I, Mary E. Welty, Recorder of Madison County, Iowa, do hereby certify that the foregoing affidavit was filed in my office by the owners in possession of the real estate above described, in accordance with the provisions of Section 614.17 of the Code of Iowa.

Mary E. Welty
Mary E. Welty, Recorder
of Madison County, Iowa

COMPARED

Ella J. Henderson
To
H. F. Anderson, Trustee

#3168
Fee $ 2.20

Filed for record the 20 day of July A. D. 1960 at 3:00 o'clock P.M.
Mary E. Welty, Recorder

TRUST AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of July, 1960, by and between Ella J. Henderson of Winterset, Iowa, hereinafter called "settlor", and H. F. Anderson

of Winterset, Iowa, hereinafter called "trustee", WITNESSETH:

WHEREAS, the settlor herein is the surviving spouse of Erle W. Henderson, late of Winterset, Iowa, and,

WHEREAS, the settlor and her husband, Erle W. Henderson, did during their lifetime execute mutual wills, and,

WHEREAS, the said Erle W. Henderson and the settlor by provisions of their mutual wills each devised to the other a life estate in and to the real estate which each of them owned separately, and subject to said life estate, the said Erle W. Henderson devised his real estate to his son, Clyde Henderson, and his daughter, Elvera Ferne Osborn; and subject to said life estate, this settlor devised her separate real estate to her heirs-at-law as may be determined by the laws of the State of Iowa at the time of her death, and,

WHEREAS, the settlor was at the time of the execution of said wills, and still is, the owner in fee simple of the following described real estate, to-wit:

Lot Three (3), Block Thirty (30) in the Original
Town of Winterset, Madison County, Iowa

and also,

Lot Six (6), Block Thirteen (13) of the Original
Town of Winterset, Madison County, Iowa,

which real estate was owned by the settlor in her own right prior to the time of the execution of said mutual wills, and,

WHEREAS, the management of said real estate is becoming burdensome to the settlor, and,

WHEREAS, the settlor desires that said real estate, or the net proceeds from the sale thereof, be held separately from the personal property owned by the settlor and desires that said real estate, or the net proceeds from the sale thereof, shall pass to the heirs-at-law of the settlor at the time of the settlor's death.

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

The settlor hereby agrees to immediately convey to the trustee herein the real estate hereinbefore described and assign to said trustee the lease, or leases, covering said real estate and the insurance policy, or policies, covering the improvements on said real estate.

The trustee herein agrees to accept the conveyance of said real estate and the assignment of said leases and insurance policies and to hold the same as trustee in accordance with the powers and directions contained in this agreement.

It is agreed between the parties hereto that the trustee herein shall have the power and authority to manage, control, lease, sell or encumber said real estate, said leases to be upon such terms and conditions as the trustee may in his sole discretion determine, and the sale of all or any part of said real estate shall be upon such terms and conditions as the trustee may determine.

It is further agreed that in the event of the sale of all or any part of said real estate, the trustee may at his sole discretion re-invest the proceeds from such sale in whole or in part in other real estate, in real estate mortgage loans, in first-class securities or in stocks which qualify for investment under the prudent-man rule, and said trustee shall have full authority to change the form of such investments and to sell, cash, liquidate and otherwise re-invest said proceeds.

It is understood between the parties hereto that the settlor has heretofore made separate arrangements with the trustee for his compensation in looking after and assisting her in managing all of her property and that such arrangement includes compensation for the services of the trustee herein.

It is further agreed between the parties hereto that said trustee shall, at least

semi-annually and preferably oftener, pay to the settlor herein the net income from the property held as corpus of this trust and shall have full authority to determine what is corpus and what is income.

It is further agreed between the parties hereto that upon written demand by the settlor herein, or her duly authorized agent or guardian, the trustee shall from time to time pay to the settlor herein, or apply for her benefit, such sums from the principal of this trust as the settlor, her agent or guardian, may demand.

It is further agreed that the trustee herein shall have full power and authority, including collection of all income and rents, and including the right to pay taxes assessed against the trust property, to keep the trust property insured against loss, to make necessary repairs, alterations and improvements, and to do all things necessary and proper in connection with the management of this trust.

It is further agreed between the parties hereto that at the time of the death of the settlor herein, the trustee herein shall sell and convert into money all of the corpus of said trust as then constituted and shall divide the same among the heirs-at-law of the settlor herein as may be determined by the laws of the State of Iowa at the time of the settlor's death, and after paying any death taxes which may be assessed against said property, shall pay the balance of each of said such shares to each of the respective heirs-at-law, the shares of the respective heirs to be determined per stirpes.

Ella J. Henderson
Ella J. Henderson, settlor

H. F. Anderson
H. F. Anderson, trustee.

STATE OF IOWA, Madison County, ss:

On this 19 day of July, A. D. 1960, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Ella J. Henderson to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

Shirley A. Webster Notary Public
in and for said County

STATE OF IOWA, Madison County, ss:

On this 20th day of July, A. D. 1960, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared H. F. Anderson to me known to be the identical persons named in and who executed the within and foregoing instrument to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Shirley A. Webster Notary Public
in and for said County.

Rufus & Mary B. Baker
To
The Public

#3229
Fee $1.20

Filed for record the 26 day of July A. D. 1960 at 2:30 o'clock P. M.
Mary E. Welty, Recorder

AFFIDAVIT OF POSSESSION

STATE OF IOWA MADISON COUNTY : SS

We, Rufus Baker and Mary B. Baker, being first duly sworn do upon oath, depose and state that we are the record titleholders and owners of the following described real estate, to-wit:

Commencing at a point 177 feet North of the Southeast corner of the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section Sixteen (16), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, and running thence West 143 feet, thence North 90 feet, thence East 143 feet, thence South 90 feet to the place of beginning

That we are in possession of said real and that our possession and the possession of our grantors and the predecessors in our record chain of title has been open, notorious,