

#312  
 Richard P. Mitchell)  
 and ) Affidavit(  
 Samuel Huffman )  
 to the Public )

Filed for Record Jan. 25th A.D. 1909 at 11.20 oclock AM

George Hill Recorder

Recording Fee \$1.00 By Daisy Hill Deputy.

State of Iowa, Madison County, SS.

We, Richard P. Mitchell and Samuel Huffman, each being residents of said county and state, and each being first duly sworn each on his oath deposes and says that they was well and intimately acquainted with Richard Worthing, the grantee in a deed from John W. Murphy, Samuel H. Murphy and Celia M. Murphy, dated October 29th, 1854, and conveying the Southeast Quarter (1/4) of Section Thirteen (13) in Township Seventy-four (74) North, of Range Twenty-six (26) West of the 5th P.M., the said Richard Worthing being the grandfather of the said Richard P. Mitchell and the father-in-law of the said Samuel Huffman. That the said Richard P. Mitchell is one of the grantees in a deed from the said Richard Worthing and wife, dated April 9th, 1896, conveying the South half (1/2) of the above described quarter section, and recorded in deed Record No. 31, page 161 of the records of Madison County, Iowa, and the said Samuel Huffman is one of the grantees in a deed from the said Richard Worthing and wife, dated April 9th, 1896, conveying the north half (1/2) of the above described quarter section, and recorded in Deed Record No. 31, page 163 of the record of Madison County, Iowa. That the said Richard Worthing died on or about December 18th, 1907. That for many years prior to his death these affiants were familiar with the business affairs of the said Richard Worthing, and for the last two years of his life made his home with the said Richard P. Mitchell. That the said Richard P. Mitchell, assisted the said Richard Worthing in the transaction of his business affairs for many years and he and the said Samuel Huffman were each in close touch with the business affairs of the said Richard Worthing at all times from and after the date of the aforesaid deeds, the said Richard Worthing being free to talk over with these affiants his affairs, and talk such matters over with them at frequent intervals, and in such way and from close association with the said Richard Worthing these affiants well know that the conditions of the said deeds above mentioned were at all times faithfully and punctually kept by the respective grantees in said deeds and that the payments required to be made by the said grantees in said deeds were made to the said Richard Worthing punctually at all times by the respective grantees in said deeds. In other words that the said Richard P. Mitchell and Cora Mitchell paid to the said Richard Worthing \$125.00 on January 1st, 1897, and the same amount on the first of each succeeding January during the life time of the said Richard Worthing and that the said Samuel Huffman and Rebecca Huffman paid to the said Richard Worthing \$125.00 on January 1st, 1897, and the same amount on the first of each succeeding January during the life time of the said Richard Worthing. That, knowing the habits of the said Richard Worthing in talking over his business affairs with these affiants, these affiants have no doubt whatever that if there had ever been any delinquency on the part of the grantees in the said respective deeds in the payments of the yearly amounts required to be paid under the conditions of the said deeds, these affiants would have known of it, but these affiants state that the fact is no such delinquency in such payments was ever mentioned by the said Richard Worthing to these affiants. That all of the other conditions of the said deeds were faithfully kept on the part of the said grantees in the said deeds, and the said Richard Worthing never at any time declared said deeds forfeited for any cause and never had any cause to declare the same forfeited. That the said deed to the said Richard P. Mitchell and Cora Mitchell was never declared forfeited by Jane Mitchell, one of the beneficiaries in the conditions of the said deed, the said Jane Mitchell having died prior to the date of the death of the said Richard Worthing, to wit, on or about February 26th, 1907, and that the provisions of the said deed to the said Richard P. Mitchell and Cora Mitchell with reference to the said Jane Mitchell were at all times kept by the said grantees, the fact being that the said Jane Mitchell never at any time during her lifetime having made any requests for support from the said Richard P. Mitchell and Cora Mitchell under the provisions of said deed, the financial circumstances of the said Jane Mitchell being such that at no time after the execution of said deed was it necessary for her to rely on the provisions of said deed for her support. That of the certain knowledge of these affiants there is no lien or charge upon said real estate by reason of the provisions of the said deeds, but what has been fully and punctually discharged and kept by the respective grantees in the said deeds and that there is at the present time no lien or charge of any kind or character outstanding by reason of the provisions and reservations of said deeds. Further affiants smith not.

Richard P. Mitchell

Samuel Huffman

Subscribed and sworn to before me by the said Richard P. Mitchell and Samuel Huffman this 23rd day of December, A.D. 1908.

Lloyd Talley.

Notary Public in and for said county.

NOTARIAL

SEAL