

Miscellaneous Record, No. 20, Madison County, Iowa.



John J. McCrory
Notary Public in and for Dallas County, Iowa.

G.W.Carpenter)
to) Afft.
The Public)

Filed for record the 12th day of April A.D. 1920
at 10.18 o'clock A.M.
Nettie K. Winship, Recorder
Fee \$.80 # 2421

State of Iowa Polk County SS: I, G.W.Carpenter, of said County and State, being first duly sworn, upon my oath depose and say that I am well and personally acquainted with Harry Mookmaw, grantee in the warranty deed, dated February 13, 1908, recorded in deed record 48, page 380 of the records of Madison County, Iowa, conveying E $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 13, and W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 12-74-27, the said Harry Mookmaw, having married my daughter, Mattie Carpenter, and that I am well and personally acquainted with the deeds and mortgages made and filed in connection with said land during the time same was owned by said Harry Mookmaw, and have personal knowledge of the transactions hereinafter referred to.

That in said deed to Harry Mookmaw above described, it was recited that said premises were conveyed free of all incumbrances, except two mortgages aggregating \$5800; that said recital was an error and should have recited that said premises were free of all incumbrances, except a certain mortgage of \$5,000 then on said land, to the Union Central Life Insurance Company, made by William G. Poulson and Halliburton Z. Cross, together with their respective wives, and a balance of \$800 remaining unpaid on a certain mortgage of \$3500 then on said land to William Fenimore made by said William G. Poulson and Halliburton Z. Cross.

That the recital in the \$4,000 mortgage made by Harry Mookmaw and wife, to G.W.Carpenter (being this affiant) dated February 13, 1908, and recorded in mortgage record 46, page 277 of said records and conveying the E $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 13, and W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 12-74-27, that the mortgagors warranted the title against all persons whomsoever except a first mortgage of \$5,000 and a second mortgage of \$800 was an error, and said mortgage should have recited that mortgagors warranted the title against all persons whomsoever except a first mortgage of \$5,000 and a second mortgage of \$800 was an error, and said mortgage should have recited that mortgagors warranted the title against all persons whomsoever, except a first mortgage of \$5,000 to the Union Central Life Insurance Company above mentioned, and a balance of \$800 remaining unpaid on a second mortgage of \$3500 given to William Fenimore above mentioned.

That I am the same and identical person as G.W.Carpenter, grantee in the Warranty deed made by Harry Mookmaw and wife, March 1, 1909, and recorded in deed record 53, page 466 of said records, conveying to me the E $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 13, and W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 12-74-27; that the recital in said deed that grantors covenanted that said premises were free and clear of all incumbrances, except two mortgages aggregating \$9,000 and one mortgage of \$800 was an error, and should have recited except two mortgages aggregating \$9,000, being a first mortgage of \$5,000 to the Union Central Life Insurance Company (herein described) and a third mortgage of \$4,000 to G.W.Carpenter (above described), and a balance of \$800 remaining unpaid on a second mortgage of \$3500 then on said land to William Fenimore (above described)

That there was not at any of the dates of the three last described instruments recorded in deed record 48, page 380, mortgage record 46, page 277 and deed record 53, page 466 of said records, a mortgage of \$800 upon the E $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 13, and W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 12-74-27, and that reference to an \$800 mortgage in each of said instruments referred to a balance remaining unpaid on said \$3500 mortgage to William Fenimore made by William G. Poulson and Halliburton Z. Cross and their respective wives.

Miscellaneous Record, No. 20, Madison County, Iowa.

I further state that the Bank of East Peru in April 1903, and for many years prior thereto was a co-partnership composed of William Fenimore and J.S. Emerson, who were the sole members of said co-partnership operating as the Bank of East Peru.

I further state that I have no interest in and to the above described premises, but make this affidavit at the request of the present owner, for the purpose of establishing of record the facts as herein stated.

G.W. Carpenter

Subscribed and sworn to before me and in my presence by the above named affiant, this 17 day of March 1920.

NOTARIAL
SEAL

F.L. Groesbeck
Notary Public in and for Polk County, Iowa.