

W.T. Guier)
to)
The Public) Afft. Filed for the 26th day of November A.D. 1920 at 4.22 o'clock P.M.
Nettie E. Wigham, Recorder
Fee \$.60 V# 3836.

State of Iowa, Madison County SS: I, W.T. Guier, of said County and State, being first duly sworn, upon oath depose and say that I am now and have been a resident of Madison County, Iowa, for more than 20 years last past, during all of which time I have been a practicing attorney in the City of Winterset, Iowa; that I am the same and identical person as the William T. Guier who acquired title to the North 21 acres of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 35 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 36, in Township 76 North, of Range 27 West of the 5th P.M., Madison County, Iowa, by warranty deed from Henry S. Dooley and wife dated February 20, 1909 filed for record February 25, 1909 and recorded in Deed Record 49, page 89 of the records of Madison County, Iowa.

That I was the attorney who prepared the papers in the action to quiet title to said land, together with other land, wherein Henry S. Dooley was Plaintiff and Samuel Harter et al were defendants, being \$9668 Equity in the District Court of said County; that in certain papers filed in said action, it is stated that said land was free of all liens and incumbrances whatsoever save and except the rights of M.A. Selby, and parties claiming by, through and under him ^{under} a contract or option for the purchase thereof.

That I was personally acquainted with M.A. Selby, who was a real estate dealer, and with Henry S. Dooley, the Plaintiff in said action, and that said Henry S. Dooley, was surprised at the contents of the listing contract held by M.A. Selby for the sale of his land. In its nature it was a listing contract but in effect might have been construed an option to purchase the land; that said contract was before us at the time of the drawing of the petition to quiet the title and that the said M.A. Selby refused to surrender his rights thereunder; that I purchased the land above described from M.A. Selby as the Agent of Henry S. Dooley, under said listing contract and the purchase was made about the time of the expiration of the listing contract and at the time of the purchase, M.A. Selby claimed no ^{other} right in said land other than as an option to purchase, or a right to sell to others under the ordinary listing contract, and that the said deed above described was made by Henry S. Dooley and wife at the direction of said Selby under the contract made by M.A. Selby as agent for Henry S. Dooley to me.

I further state that said contract has long since expired, and that the said M.A. Selby now has or claims no right, title or interest in or to said land above described or any part thereof.

I further state that I am in no way interested in the title to the land above described, but make this affidavit at the request of the present owner, for the purpose of establishing of record the facts as herein stated.

W.T. Guier

Subscribed and sworn to before me and in my presence by the above named affiant, this 18 day of September, A.D. 1920.

Notary Public in and for Madison County, Iowa. 