

Miscellaneous Record, No. 22, Madison County, Iowa

Arthur Goshorn

#4389

Filed for Record the 12 day of
Nov. A.D.1936 at 8:25 o'clock
A.M.

To

Fee \$.60

The Public

Valda C. Bishop, Recorder

AFFIDAVIT AS TO OWNERSHIP AND POSSESSION OF REAL PROPERTY

State of Iowa, County of Madison, SS:

The undersigned affiants, being duly sworn, each for himself, and not for the other, says:

That he is a disinterested person of full legal age and that since prior to May 15, 1913, he has been personally acquainted with the persons in possession and ownership of the premises described as:

Lot two (2) in Block two (2) of Bowlsby's Addition
to the town of Winterset, said County and State.

That when affiant first became acquainted with such persons, the said premises were occupied by John E. Bengé and his wife Mahala Bengé.

That affiant was in business in said town for many years and is familiar with the names and locations of the various subdivisions of and additions to said town, including the one known as Bowlsby's Addition, and that said addition is the only one in said town having that or any similar name. That on May 5, 1914, affiant was acquainted with Adelbert Bywater and his wife Flora, who are named as grantors, and with Homer Cooper, who is named as grantee in the Warranty Deed under said date and recorded in Deed Record 20 at page 54 thereof in the office of the Recorder of said County, and known that said premises were owned and occupied by said grantors prior to said date and by said grantee subsequent to said date, and that said premises were in fact those referred to in said deed, though the name of said addition was mistakenly spelled "Bowlesby's" instead of Bowlsby's addition.

That on May 8, 1914, affiant was acquainted with said Homer Cooper and his wife, Flora Cooper, named as grantors, and with A.H. Criss, referred to as paying the consideration for the sale and conveyance of said premises, in the Warranty Deed under said date and recorded in Town Lot Deed Record 20 at page 99 thereof, and knows that said premises were owned and occupied by said grantors prior to said date and by said A.H. Criss after said date, and that said A.H. Criss was in fact the grantee and the covenantee or warrantee in and under said warranty deed, though his name through neglect, inadvertence or mistake was omitted from the same and the same was left blank at the places for inserting the name of grantee and of covenantee or warrantee therein.

That affiant knows of his own personal knowledge that since prior to May 15, 1913, said John E. Bengé and his wife Mahala Bengé and their grantees, assignees, heirs, devisees, and successors in interest generally in direct line of title have been in the sole, actual, complete, continuous, open, notorious, peaceable, undisputed and adverse possession of said premises under color of title and claim of right thereto and ownership thereof; have been the acknowledged, sole, undisputed and unqualified owners in fee simple of said premises; have received the rents, issued and profits of said premises; have paid all public taxes and assessments legally levied upon said premises, and have made all the repairs and improvements which have been made to said premises.

That this affidavit is made, and recorded by the owner in possession of said premises, under and to comply with the provisions of sections 10073 and 11023 of the Code of Iowa, and to perfect the record title to said premises.

**NOTARIAL
SEAL**

.....

Arthur Goshorn

Subscribed and sworn to before me this 10 day of November, 1936, by the said affiant,

Arthur Goshorn
(My Commission expires July 4, 1939)

Harry B. Anderson Notary Public in and for the ...
County of Madison, State of Iowa.