

Trustees of Lincoln Twp)
to
H.&.B.Parkins &)
Ed M.Smith)

Filed for record the 18th day of April
A.D.1921 at 2.25 o'clock P.M.
Nettie E. Winship, Recorder
Fee \$.50 / # 978.

Report of Fence Viewers on division of line fence between H.&.B.
Parkins & Ed.M.Smith, April 11, 1921.

State of Iowa, County of Madison SS: Township of Lincoln.

We the undersigned Fence Viewers of Lincoln Twp make the following decision in the matter of dividing a 40 rd. line between H. &.B.Parkins and Ed M.Smith, which is described as follows; Commencing at a point 40 rds East of the North West corner of the South East Quarter (SE $\frac{1}{4}$) of the North West Quarter (NW $\frac{1}{4}$) of Sec. 13, Lincoln Twp Madison Co. Iowa and running thence 40 rds East H & B Parkins are to build and maintain a lawful hog tight fence along the West 23 rds of the above described line and Ed M.Smith is to build and maintain a lawful hog tight fence along the remaining part of the line which is 17 rds.

We further assess Six dollars (\$6.00) to Ed M.Smith which is one half of the costs advanced by H & B Parkins which shall be paid to them,

Fence Viewers (B.B.Hartsook
(Chas T. Cummins
(Harry Sage

I hereby certify that this is a true report of the decision of the Fence Viewers in the above described matter.

Frank Zeller, Twp Clerk.

UNPAID

E.F.Marston) Agreement
to
C.W.McCauley)

Filed for record the 5th day of
November, A.D.1921 at 3.34 o'clock
P.M.

Nettie E. Winship, Recorder
Fee \$.70 / #2005

Agreement of Lease, This day made between E.F.Marston of the County of Madison and State of Iowa, party of the first part, and C.W.McCauley of the County of Dallas and State of Iowa, party of the second part.

The second party agrees to pay to the party of the first part One Hundred Forty Four & no/100 Dollars, for which he has given his Six promissory notes of even date herewith as memorandum of this debt, as follows:- One for \$24.00 due February 1-1923, One for \$24.00 due February 1-1924, One for \$24.00 due February 1-1925, One for \$24.00 due February 1-1926, One for \$24.00 due February 1-1927 and One for \$24.00 due February 1-1928, for the rent for the period hereinafter stated of the premises situated and described as follows, to wit;

All that part of the East 60 acres of the North half ($N\frac{1}{2}$) of the Fractional Northeast Quarter (Fr. $NE\frac{1}{4}$) of Section Six (6), Township Seventy six (76) North, Range Twenty Nine (29) west of the fifth P.M. in Madison County Iowa lying and being south of the north bank of North River across said land, said lease to commence on the 2nd, day of November A.D. 1921, and end on the 1st day of February, 1928.

It is further agreed as part of this lease that the said second party shall on or before November 12th, 1921 erect a hog tight fence along the north bank of said river running along the north line of the above described real estate, where same has been designated by the parties hereto, and said second party shall maintain said fence at his own cost and expense during the term of this lease, as well as the cost of erection thereof.

It is further agreed as part of the consideration of this lease, that in the event of sale of said land by first party, he shall sell same subject to said lease, and his grantee shall complete said lease with the said second party, and in the event of sale of the land of second party adjoining the above described real estate, second party shall also sell the lease herein made, and shall obligate his grantee to complete said lease with said first party.

It is further agreed that at the expiration of this lease second party shall have the right to remove said fence, if he so desire.

IN WITNESS WHEREOF the parties hereto have set their hands this 2nd day of November, A.D. 1921

E.F. Marston
C.W. McCauley

State of Iowa, Dallas County SS: On this 2nd day of November A.D. 1921, before me, Allen T. Percy, a Notary Public in and for said county and state, personally appeared E.F. Marston and C.W. McCauley to me known to be the identical persons named in and whose names are affixed to the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed for the purposes therein expressed.

Made under my hand and seal of office the day and year last above written.



Allen T. Percy
Notary Public in and for Dallas County, Iowa.

[Handwritten signature]