of barbed wire above. Both portions of said fence to be rebuilt within a percod of sixty days from the date hereof.

It is further found that the said J. E. Hamilton is to pay the costs of this proceeding taxed as follows:

Per Diem of said trustees

\$12.00

Per Diem of Township Clerk Total

4.00

PerxbiemrefrTemaniarafiark

Witness our hands this 2nd day of July, A. D. 1928.

H. R. Ogburn

C. C. Algo

T. M. Travis

Township Trustees of Scott Rownship, Madison County, Iowa.

COMPARED

To (Fence Agreement day of July, A. D. 1928 at l:10 P. M.

Land Bank Fee / Lo Gladys B. De Vault, Recorder.

THIS AGREEMENT, Made and entered into this 19th day of May, A. D. 1928, by and between T. L. Gillespie of Madison County, Iowa, party of the first part, and the Chicago Joint Stock Land Bank of Chicago, Illinois, party of the second part. First party being the owner of about 84/100 of an acre in the southeast corner of the Northeast Quarter (NET) of the Southeast Quarter (SET) of Section Fifteen (15), being 10 rods east and west and 13 rods, 4 feet northand south and all of the North Half (N2) of the Southwest Quarter (SW1) of Section Fourteen (14) except about 84/100 of an acre in the northwest corner of said eightyacre tract, being in a triangular shape, commencing at the northwest corner of said eighty acre tract and running east 16 rods, 2 feet, thence in a southwesterly direction on a straight line 23 rods, 4 feet to a point on the west line of said eighty acre tract, which is 16 rods, 2 feet south of the northeast corner thereof, thence north 16 rods, 2 feet to the point of beginning, which triangular tract of land is owned by the second party; and the second party also being the owner of the West Half (Wa) of the Northwest Quarter (NW1) of Section Fourteen (14) and the Northeast Quarter (NE) of the Southeast Quarter (SE) of Section Fifteen (15), except the 84/100 of an acre hereinbefore first described as belonging to first party; all of the real estate hereinbefore described being in Township Seventy-six (76) North, Range Twenty-six (26),

West of the Fifth (5th) P. M., Madison County, Iowa.

And the parties to this contract being desirous of agreeing upon a division of the partition fence between the tracts of real estate owned by said parties.

NOW THEREFORE, It is now and hereby agreed by and between and said T. L. Gillespie, party of the first part, and the Chicago Joint Stock Land Bank of Chicago, Illinois, party of the second part, that said fence shall be divided as follows:

The first party shall erect and maintain a lawful, tight fence on the following described portion of said line, commencing at the southeast corner of the Southwest Quarter (SW1) of the Northwest Quarter (NW1) of Section Fourteen (14), and running thence west on the south line of said forty acre tract for a distance of 30 rods; and also commencinggat a point 10 rods west of the southwest corner of the Northwest Quarter (NW1) of the Southwest Quarter (SW1) of Section Fourteen (14), running thence north 13 rods, 4 feet, thence east 10 rods to a popoint on the west line of the Northwest Quarter (NW1) of the Southwest Quarter (SW2) of Section Fourteen (14), thence north on the west line of said forty acre tract for a distance of 141 rods.

The second party to erect and maintain a lawful partition fence on a that part of said line which is described as follows:- Commencing at a point 30 rods west of the southwast corner of the Southwest Quarter (SWE) of the Northwest Quarter (NWE) of Section Fourteen (14) running the thence west on the south line of said forty acre tract for a distance of 34 rods, 5 feet to a point which is 16 rods, 2 feet east of the southwest corner of said forty acre tract, thence on a straight line east of the southwest corner of said forty acre tract, thence on a straight line east of the southwest to a point on the west line of worthwest quarter (NWE) of the Southwest Quarter (SWE) of Section Fourteen (14), which is the rods, 2 feet south of the northwest corner thereof, thence south on the west line of said forty acre tract for a distance of 37% rods.

It is further agreed that the said lawful partition fence is to be made of woven wire not less than 32 inches in height with three earings of barbed wire on top, making the said fence not less than 4 feet, 5 inches in height, with the posts to be put not farther than 13 feet apart.

It is further agreed that the parties to this agreement are to a vide the costs and expenses which have already been incurred, eq

said costs and expenses being as follows:

Publication of Notice \$6.50
Recording of agreement 1.50
Attorney Fee for preparing Notice and Agreement 5.00

It is further agreed that this stipulation is to be recorded in the office of the County Recorder of Madison County, Iowa, and to be binding on the parties hereto and upon the subsequent purchasers or owners of the real estate herein-before described, in so far as it applies to the partition fence between the said tracts of real estate.

E. L. Gillespie. First Party.

(CORPORATE SEAL)

Chicago Joint Stock Land Bank, Second Pafty.

G. C. Williams. Vice President.

STATE OF IOWA,

Madison County, ss:

On this 19th day of May, A. p. 1928, before me the undersigned a Notary Public, in and for Madison County, Iowak personally appeared T. L. Gillespie, personally known to me to be the identical person named in and who exceuted the above and foregoing Agreement as first party and acknowledged to me that he executed the said Agreement as his voluntary act and deed for the purposes therein expressed.

NOTAPIAL

C. E. Hamilton.

Notary Public in and for Madison County, Iowa.

STATE OF ILLINOIS,

County of Cook, ss:

On this 26th day of June A. D. 1928, before me, Louis A. Weisner, a notary public in and for the County of Cook and State of Illinois, personally appeared G. C. Williams and J. B. Gallagher, to me personally known, who being by me duly sworn, did say that they are respectively the Vice-President and Secretary of the Chicago Joint Stock Land Bank, a corporation organized under an Act of Congress known as the "Farm Act Loan", and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of Board of Directofs, and said G. C. Williams and J. B. Gallagher acknowledged said

instrument to be the free act and deed of said sorporation by them as such vice president and secretary voluntarily executed.

Witness my hand and Notarial Seal. My Commission expires July 28, 1930

NOTARIAL SEAL Louis A. Weisner. Notary Public in and for said County.

H. Wan Evera ( Partition Fence Filed for record the 13th day to Agreement of August A.D. 1926 at 8:30

E. A. Simpson (#2117

Fees. 50 Gladys B. Devault, Recorder

Know all MEN BY THESE PRESENTS: That H.H. Van Evera of Des Moines, Iowa is owner of the following described premises, to-wit:-

The East Half  $(E_2^1)$  of the Northwest quarter  $(NW_4^1)$  and Southwest Quarter  $(SW_4^1)$  of the Northwest Quarter  $(NE_4^1)$  Section Twelve (12), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M. That E.A. Simpson is owner of the

Northwest Quarter (NW1) of the Northeast Quarter (NE1), Section Twelve (12), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M.

That for the purposes of a partition fence between the lands above described the said parties have divided the boundary line between them as follows:-

The said H. H. Van Evera to take from Northeast corner of Northeast quarter (NE) Northwest Quarter (NW) Section Twelve (12) South to a Walnut tree on South bank of Clanton Greek. E.A. Simpson to take from above described walnut tree South to Southeast corner of the Northeast Quarter (NE) Northwest Quarter (NW) Section Twelve (12) ar. of and East from said Southeast corner of Northeast, Northwest Quarter (NW1) Section Twelve (12) to a point ten feet East of a ditch or creek that crosses the South line of the Northwest Quarter (NW2) Northeast Quarter (NE) of Section Twelve (12) at a point about 30 rods East of the Southwest corner of Northwest Quarter (NW1) Northeast Quarter (NE) Section Twelve (12) Township Seventy-four (74) Range Twenty-eight (28) and said H. H. Van Evera to take fence East from the above described point to Southeast corner Northwest Quarter (NEL) Northeast Quarter (NEL) Section Twelve (12). 34 5 M