To Grand Lodge of Knights of Pythias-Domain of Iowa commencing at the stake above referred to thence West (W) to the Northwest (NW) corner to the tract owned by the said Grand Lodge of Knights of Pythias-Domain of Iowa along the boundry line of said two tracts to the Southeast (SE) now Corner of the land owned by the said Wm. Damsgaard.

It is further ordered by the undersigned fence viewers that each of said owners shall immediately make said partition fence awarded to each of them a lawfull fence and upon either of said parties making and erecting a tight fence, then the other party shall do so.

The costs of the proceedings for the division of said fence in the total sum of \$18 will hereby be assessed one-half to Wm.Damsgaard and one-half to the Grand Lodge of the Knights of Pythias-Domain of Iowa.

All of which is hereby ordered and entered of record.

Dated at Winterset, Iowa this 14 day of May A.D., 1943.

COMPARED

Hugh Bellman W A Seybold L.S.Abrahams

Township Trustees of Douglas Township Madison County, Iowa.

Attest: John Brownlie

Township Clerk of Douglas Township.

Harriet Gibbons

#227 Fi

Filed for record the 22 day of January

A.D. 1944 at 11:25 o'clock A.M.

To Danner S. Love

Fee \$ .90 Pearl E. Shetterly, Recorder

## AGREEMENT FOR DIVISION OF PARTITION FENCE

THIS AGREEMENT made and entered into this 15 day of January A.D. 1944, be and between Harriet Gibbons and Danner S. Love for the purpose of reducing to writing an agreement for the division of the partition fence between the respective tracts of real estate owned by the parties hereto, which is hereinafter described, WITNESSETH:

WHEREAS, Harriet Gibbons is the owner of the Southwest Quarter (SW $^1_4$ ) of the Northeast Quarter (NE $^1_4$ ) of Section Thirty (30), Township Seventy-four (74) North, Range Tv.enty-seven (27), West of the 5th P.M., and,

WHEREAS, Danner S. Love is the owner of the East Half ( $E_2^{\frac{1}{2}}$ ) of the Northwest Quarter ( $NW_{\frac{1}{4}}$ ) and the Northwest Quarter ( $NW_{\frac{1}{4}}$ ) of the Northeast Quarter ( $NE_2^{\frac{1}{4}}$ ) of Section Thirty (30), Township Seventy-four (74) North, Range Twenty-seven (27), West of the 5th P.M., and,

WHEREAS, the parties hereto have orally agreed as to a division of the partition fence between said tracts of real estate, and desire to reduce said agreement to writing in order that the same may be recorded as provided by law, now therefore it is agreed by and between the parties hereto as follows, to-wit:

1. The partition fence on the North side of the 40-acre tract owned by Harriet Cibbons is hereby divided as follows; Harriet Gibbons is to

have the East 40 rods of said partition fence and Danner S. Love is to have the West 40 rods of said partition fence and each of the parties is to maintain and keep up their said share of said partition fence.

- 2. The partition fence on the West side of said 40-acre tract owned by the said Harriet Gibbon is hereby divided as follows; Harriet Gibbon is to have and keep up the South part of said fence commencing just North of the South ditch which intersects or cuts said partition fence, said distance being approximately 51 52 rods.
- 3. Denner S. Love is to have and keep up the North part of said partition fence from the point just North of the South ditch to the Northwest corner of said 40-acre tract, the part to be owned and kept up by Danner S. Love being approximately the North 28 or 29 rods of said partition fence on the West side of said forty.

IT IS HEREBY AGREED by and between the parties hereto that this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and no modification or alteration of this Agreement shall be valid, unless reduced to writing and signed by the respective owners of the real estate which would be affected by a division of said partition fence.

IT IS FURTHER AGREED by and between the parties hereto that the survey or division line between the respective tracts of real estate shall be and constitute the true boundary line between said tracts of real estate regardless of the fact that the parties hereto may, for the sake of facilitating the maintenance of said partition fence, build said partition fence, or a part thereof at a place other than the true division line between said tracts of real estate.

Harriet Gibbons
Harriet Gibbons
Danner S Love
Danner S. Love

STATE OF IOWA UNION COUNTY ISS.

On this 15 day of January, A.D. 1944, before me Chas Kelly, a Notary Public in and for the County of Union State of Iowa, personally appeared Harriet Gibbons to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

(Notarial Seal)

Chas Kelly Notary Public in and for Union County, Iowa

STATE OF IOWA MADISON COUNTY

On this 22nd day of January, A.D. 1944, before me Shirley A. Webster, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Danner S. Love to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Notarist Seal

NOTARIAL WHEREOF, I have hereunto signed my name and affixed my the day and year last above written.

> Shirley A. Webster Notary Public in and for Madison

Loyd Dudney

County Iowa. Filed for record the 7 day of October A.D. 1944 at 1:08 o'clock P.M.

Dale R.Hanson

Fee \$ .50 p Pearl E. Shetterly, Recorder Agreement

I, Loyd Dudney owner of the  $SE_4^1$   $SW_4^1$  and the  $SW_4^1$   $SE_4^1$  Section Twelve, Township Seventy four, Range Twenty eight, being 80 acres, and Dale \_ Hanson, owner of the 200 acres adjoining the above said tract on the North, do agree on the fence line between the two tracts.

Dale\_Hanson is to take the the East end of the fence, running from the pavement east to the east line and Loyd Dudney is to take the west end, running from the Pavement to the west line thereof.

We agree that by November that we will construct a new fence on each of our share, not later than November 1st, 1944. The fence shall be woren wire with three barbed wire above same.

Signed this 1st day of June, 1944.

Loyd Dudney Dale R. Hanson

Subscribed and sworn to before me, a Deputy Clerk of the District Court, by Loyd Dudney and Dale R. Hanson, this 7 day of October, A.D.

1944.

(DISTRICT COURT COMPARED SEAL) Trustees as Fence Viewers

Dorothy D Peer Deputy Clerk of Mastrict Court #3644

filed for record the 12 day of

Mr carold Rinard et al

December A.D. 1945 at 4:00 o'clack P.M. Pearl E. Shetterly, Recorder Dec 10 1945

AGREEMENT

The Board of Trustees acting as Fence Viewers decided to give Mr carold Rinard the west one half plus ten rods of entire fence. Mr John Kiernan to receive the remainder of fence plus water Gap across Badger creek.

Carold Rinard between -/SE Sec 13 and NE Sec 24 Description as follows John Kiernan (Jefferson Township) remainder of his share between SE Sec 13 and NE Sec 24 and between (Jefferson Township)