

Miscellaneous Record, No. 25, Madison County, Iowa

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| Robert D. Warnock et al | #847 | Filed for record the 21 day of February |
| To | Fee \$.50 VC | A. D. 1948 at 10:55 o'clock A. M. |
| The Public | <u>AFFIDAVIT</u> | Wilma M. Wade, Recorder |

State of Iowa, Madison County, ss

I, Robert D. Warnock the present owner of the real estate hereinafter described under the name of R. D. Warnock, and I, H. L. Paull Cashier of the Union State Bank, Winterset, Iowa, depository hereafter mentioned, hereby state that we are familiar with the Lease made by said R. D. Warnock, one of the affiants herein, and his wife, Mary Warnock, to Pat Meholin, dated March 24, 1939 and recorded in Mortgage Record 89, page 439 of the records in the Office of the Recorder of Madison County, Iowa, providing for the production of oil, gas, etc., upon the Southwest Quarter of Section 36, in Township 75 North, Range 28, West of the 5th P. M., Madison County, Iowa, and which Lease contains the following provision, to-wit:

"If no well be commenced on said land on or before one year from date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Union State Bank at Winterset, Iowa, or its successors which shall continue as the depository regardless of changes in the ownership of said land, the sum of "25¢" per acre, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date."

The undersigned further state from personal knowledge that no operations of any kind were started under the terms of said Lease and that the above 25¢ per acre rental was never at any time paid or tendered to the credit of the lessors in the Union State Bank, Winterset, Iowa; and the undersigned, Robert D. Warnock, hereby further states that neither he nor his wife, Mary Warnock, were ever paid or tendered the said sum of 25¢ per acre rental as provided by the terms of said Lease except that we did receive 10¢ per acre for the year 1940, and no more, and that so far as said Lease is concerned the same is now fully canceled and void due to non-compliance with the terms thereof by the said Lessee, Pat Meholin.

Robert D. Warnock
H L Paull

NOTARIAL SEAL and Sworn to before me by the above named affiants this 21st day of February, A. D. 1948.

Harry F. Anderson Notary Public
in and for Madison County, Iowa.

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| W.R. Agan | # 850 | Filed for record the 23 day of February |
| TO | Fee \$.50 VC | A.D. 1948 at 11:15 o'clock A.M. |
| The Public | <u>AFFIDAVIT</u> | Wilma M. Wade, Recorder |

State of Iowa Madison County, ss.

I, W. R. Agan, being first duly sworn on oath depose and say that I have been a resident of Madison County for more than twenty (20) years last past; that I am well and truly acquainted with Clyde H. Taylor and his wife, Sarah M. Taylor, who at one time were the owners of the following described real estate, to-wit:

The East Half (½) of the Northwest Quarter (¼) of Section Sixteen (16) and the Southeast Quarter (¼) of the Southwest Quarter (¼) of Section Nine (9), all in Township Seventy-four (74) North, of Range Twenty-seven (27) West of the 5th P.M.

That wherever the names C. H. Taylor or Clyde H. Taylor appear in the chain of title to said real estate, said names refer to one and the same person, to-wit: Clyde H. Taylor; that wherever the names Sarah M. Taylor and S. M. Taylor appear in the chain of title to said real estate, said names refer to one and the same person, to-wit: Sarah M. Taylor.

I further depose and say that I am well and truly acquainted with Glenn A. Jones, the present owner of the real estate hereinbefore described. That the full name of the said Glenn A. Jones is Glenn Allen Jones; that I know of my own personal knowledge that the