

## Deed Record, No. 59.

ACRES, BLACKMAR &amp; CO. BURLINGTON — 1924

Willard Fenimore, Referee)  
to (Referee's Deed . Filed for record the 14th day of March A.D.  
Annon Fenimore, et al ) 1923 at 1/18 o'clock P.M.  
# 909 Fee \$1.10 ✓ Olive M. Garrison,  
Recorder.

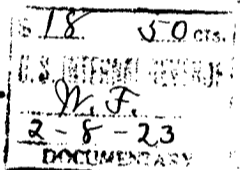
IN THE DISTRICT COURT OF IOWA IN AND FOR MADISON COUNTY,  
This Indenture Made this 8th day of February A.D. 1923, between Willard Fenimore, sole referee,  
party of the first part, and Daisy G. Creger, Annon Fenimore, Elmer Fenimore, Rhoda A. Schoenen-  
berger, and Effie E. Essex, parties of the second part. WITNESSETH: That Whereas in an action  
of partition in the District Court of the State of Iowa, in and for Madison County, wherein  
Willard Fenimore et al were plaintiffs and Mollie E. Fenimore et al were defendants, the said  
party of the first part was on the 8th day of February A.D. 1922, duly appointed by said court  
as sole referee to make partition of the following described real estate, to-wit: <sup>The North Half of the North East Quarter and</sup> The North  
Half of the North West Quarter (except a strip Thirty Two (32) rods wide off the West side of  
said North Half of the Northwest Quarter); and the South West Quarter of the North East Quarter  
all in Section 24; and the South East Quarter of the South West Quarter; and the South West  
Quarter of the South East Quarter of Section Thirteen (13) all in Township Seventy Five (75)  
North, Range Twenty Seven (27) West of the 5th P.M. Iowa; also the West Eleven (11) Acres of  
the North Half of the North West Quarter of Section Nineteen (19) Township Seventy Five (75)  
North, Range Twenty Six (26) West of the 5th P.M., Iowa. And it then and there having been  
made to appear to the court that said property can not be equitably divided into the requisite  
number of shares the said court on the 8th day of February A.D. 1922, caused an order to be en-  
tered directing said referee to sell said premises at private sale.

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And Whereas on the 15th day of January A.D., 1923, the said referee did then and there sell said real estate to Daisy G. Creger, Annon Fenimore, Elmer Fenimore, Rhoda A. Schoenenberger and Effie E. Essex for the sum of Eighteen Thousand One Hundred (\$18,100.00) Dollars, they being the highest and best bidders thereon and that being the highest and best offer he was able to get for said real estate. And Whereas on the 12th day of February A.D. 1923, the said court approved and confirmed said sale, and by order directed the said party of the first part to execute to the parties of the second part a conveyance in due form of law for the said real estate so sold to them as aforesaid. Now Therefore, This indenture witnesseth that in consideration of the premises and the said sum of Eighteen Thousand One Hundred (\$18,100.00) Dollars so paid by the parties of the second part in conformity with law and in obedience to the orders of said court I, Willard Fenimore, referee, party of the first part, do by these presents grant, sell and convey unto the said Daisy G. Creger, Annon Fenimore, Elmer Fenimore, Rhoda A. Schoenengerger and Effie E. Essex, parties of the second part, and to their heirs and assigns the said real estate described as follows, to-wit: The North Half of the North East Quarter; and the North Half of the North West Quarter (except a strip Thirty Two (32) rods wide off of the West side of the said North Half of the North West Quarter); and the South West Quarter of the North East Quarter all in Section Twenty Four (24); and the South East Quarter of the South West Quarter and the South West Quarter of the South East Quarter of Section Thirteen (13) all in Township Seventy Five (75) North, Range Twenty Seven (27) West of the 5th P.M., Iowa; also the West Eleven (11) acres of the North Half of the North West Quarter of Section Nineteen (19) Township Seventy Five North (75) North, Range Twenty Six (26) West of the 5th P.M., Iowa. To have and to hold the same to the parties of the second part as fully and absolutely as the said parties of the first part by virtue of the premises might and could sell the same.

In Witness Whereof, I have hereunto set my hand this 8th day of February A.D. 1923.

Willard Fenimore,  
Sole Referee.

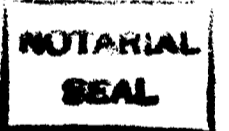


State of Iowa, Madison County, ss.

Be It Remembered, That on the 8th day of February A.D., 1923, before the undersigned, A.W. Wilkinson, a Notary Public in and for said County, personally came Willard Fenimore, to me personally known to be the identical person whose name is subscribed to the foregoing deed as referee and acknowledged the instrument to be his voluntary act and deed, as referee, for the purposes therein mentioned.

Witness my hand and official seal the day and year above written.

A.W. Wilkinson,  
Notary Public in and for said County and State.



State of Iowa, Madison County, ss.

IN DISTRICT COURT.

The foregoing deed by said referee this day returned into Court for approval, and it appearing to the Court that he had complied with the requirements of law and the orders and decrees of this Court in making the sale and deed, it was ordered by the Court that said sale and deed be and the same were approved and confirmed, and by direction of said Court, the said approval is hereby certified and endorsed hereon by the undersigned. Witness my hand and seal this 14th day of March A.D. 1923.

Minnie A. Tyer,  
Clerk District Court.

(DISTRICT COURT SEAL)