

Deed Record, No. 59.

ACRES, BLACKMAR & CO. BURLINGTON — 1848

A.D. Guiberson, Referee,) Filed for record the 21st day of April A.D. 1923, at
 to (Referee's Deed. # 1374 Fee \$.90 4/35 o'clock P.M.
 Sylva J. Westcot) Olive M. Garrison, Recorder.

IN THE DISTRICT COURT OF MADISON COUNTY, IOWA.

This Indenture, Made this 7th day of February A.D. 1923, between A.D. Guiberson, sole referee, party of the first part and Sylva J. Westcot, party of the second part. WITNESSETH: That where- as in an action of partition in the District Court of the State of Iowa, in and for Madison County, wherein William Cummins was plaintiff and Kate Steele et al. were defendants, the said party of the first part was on the 4th day of March A.D. 1922, duly appointed by said court as referee to make partition of the following described real estate, to-wit:

The North Forty Four (44) acres of the West Half of the South West Quarter of Section Twenty Two (22); and Ten (10) acres in the South East corner of the South West Quarter of the North West Quarter of Section Twenty Two (22), being all that portion of said Forty (40) acre tract lying South of the Public Highway as now traveled across said Forty (40) acre tract; also the East Seventy Seven and Three Fourths (77 $\frac{3}{4}$) acres of the South East Quarter of the North East Quarter; and of the North East Quarter of the South East Quarter of Section Twenty One

Deed Record, No. 59.

(21) and the West Two and one-fourth acres of the South West Quarter of the North West Quarter of Section Twenty Two (22) all in Township Seventy Five (75) North, Range Twenty Eight (28) 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 March 4th A.D.1922, caused an order to be entered directing said referee to sell said premises at private sale. AND WHEREAS on the 3rd day of January A.D.1923, said referee did then and there sell said real estate to Sylva J. Westcot, for the sum of Six Thousand Nine Hundred Sixty Eight and no/100 Dollars, she being the best bidder thereon, and that being the highest and best offer he was able to get for said real estate. AND WHEREAS, on the 6th 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 party of the second part a conveyance in due form of law for said real estate so sold by him as aforesaid. NOW THEREFORE, This Indenture witnesseth that in consideration of the premises and the said sum of Six Thousand Nine Hundred Sixty Eight and no/100 Dollars so paid by the party of the second part in conformity with law and in obedience to the orders of said Court, I, the said A.D. Guiberson, sole referee, party of the first part, do by these presents grant, sell and convey unto the said Sylva J. Westcot, party of the second part, and to her heirs and assigns the said real estate described as follows, to-wit:

The North Forty Four (44) acres of the West Half of the South West Quarter of Section Twenty Two (22); and Ten (10) acres in the South East corner of the South West Quarter of the North West Quarter of Section Twenty Two (22) being all that portion of said Forty (40) acre tract lying South of the Public Highway as now traveled across said Forty (40) acre tract; also the East Seventy Seven and three-fourths ($77\frac{3}{4}$) acres of the South East Quarter of the North East Quarter; and of the North East Quarter of the South East Quarter of Section Twenty One (21) and the West Two and one-fourth ($2\frac{1}{4}$) acres of the South West Quarter of the North West Quarter of Section Twenty Two (22) all in Township Seventy Five (75) North, Range Twenty Eight (28) West of the 5th P.M. Iowa. To have and to hold the same to the party of the second part as fully and absolutely as the said party of the first part by virtue of the premises might and could sell the same. In witness whereof I have hereunto set my hand the date first above written.

A.D. Guiberson, Referee.

State of Iowa, Madison County, ss. Be It remembered, That on the 7th day of February A.D.1923, before the undersigned, A.W. Wilkinson, a Notary Public in and for said County, personally came A.D. Guiberson, sole referee, to me personally known to be the 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, Madison County, Iowa.

IN DISTRICT COURT.

State of Iowa, Madison County, ss.

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 of this court in making the sale and deed, it was ordered by the x 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 18 day of April A.D.1923.

Minnie A. Tyer,
Clerk District Court.

DISTRICT
COURT
SEAL.

