

Deed Record, No. 77, Madison County, Iowa

Perry Jones

#1017

Filed for record the 11 day of February
A.D. 1941 at 2:47 o'clock P.M.

To

Fee \$.90

Pearl E. Shetterly, Recorder

Ernest & Maude Vierling

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, Made and entered into this 4th day of February, A.D. 1941, by and between Perry Jones, as party of the first part, and Ernest Vierling and Maude Vierling, as parties of the second part, for the purpose of reducing to writing an oral agreement heretofore existing between the parties hereto, WITNESSETH:

WHEREAS, on and prior to February 26, 1920, one Elijah Jones was the owner in fee of the following described real estate, to-wit:

The Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$)
of Section Fifteen (15), Township Seventy-five (75)
North, Range Twenty-seven (27) West of the 5th P.M.,

and also was the owner in fee of the following described real estate, to-wit:

The South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) and the
North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section
Fifteen (15), Township Seventy-five (75) North, Range
Twenty-seven (27) West of the 5th P.M., and.

WHEREAS, the said Elijah Jones did on the 26th day of February, 1920, under the terms of a written contract theretofore entered into by and between Ernest Vierling and Maude Vierling, which contract is now lost or destroyed, convey the following described real estate,

to-wit: The Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$)
of Section Fifteen (15), Township Seventy-five (75)
North, Range Twenty-seven (27) West of the 5th P.M.,

to Ernest Vierling and Maude Vierling, and

WHEREAS, it was agreed prior to and at the time of said conveyance between said Elijah Jones and Ernest Vierling and Maude Vierling, that the said Ernest Vierling and Maude Vierling their successors and assigns, should have a right of ingress and egress over and across a road or land crossing the following described real estate, to-wit:

The South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) and the
North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section
Fifteen (15), Township Seventy-five (75) North, Range
Twenty-seven (27) West of the 5th P.M.,

which road or land has been laid out and used on said one hundred sixty acres tract of real estate for a period of more than fifty years, and

WHEREAS, the said first party, Perry Jones, purchased the following described real estate, to-wit:

The Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$)
of Section Fifteen (15), Township Seventy-five (75)
North, Range Twenty-seven (27) West of the 5th P.M.,

from the said Elijah Jones with the full knowledge and acquiescence in the rights of Ernest Vierling and Maude Vierling to have ingress and egress over and across said one hundred sixty acre tract by way of the lane which is laid out across said tract, and

WHEREAS, the said Ernest Vierling and Maude Vierling have continuously since the date of February 26, 1920, claimed the right to ingress and egress over and across said one hundred sixty acre tract, and

WHEREAS, said claim has been acknowledged and consented to on the part of the said Perry Jones, and

WHEREAS, the parties hereto are desirous of reducing said written agreement governing the rights of Ernest Vierling and Maude Vierling to writing.

NOW, THEREFORE, it is agreed by and between the parties hereto that Ernest Vierling and Maude Vierling have the right of ingress and egress over and across the following described

Deed Record, No. 77, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7559

real estate, to-wit:

The Southeast Quarter ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$)
 of Section Fifteen (15), Township Seventy-five (75)
 North, Range Twenty-seven (27) West of the 5th P.M.,

by way of the lane running east and west across said one hundred sixty acre tract as it now is laid out, but that said parties shall not have the right to fence said lane but shall have the right to use the same in a reasonable manner, and the said Perry Jones agrees, in accordance with the oral agreement hereinbefore referred to, that he will not fence said lane in any manner so as to deprive the second parties of the reasonable use thereof, but reserves the right to erect gates on said land at such places where the same may be reasonable and necessary to properly operate and farm said one hundred sixty acres, but agrees that the said second parties shall have the right to open said gates in making use of said lane.

This agreement shall be construed as an easement running with the land and shall be binding upon the representatives, heirs and assigns of both of the parties hereto.

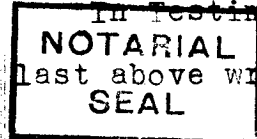
Perry Jones
 Party of the First Part

Ernest Vierling
 Maude Vierling
 Parties of the Second Part

STATE OF IOWA MADISON COUNTY)SS:

On this 11th day of February, A.D. 1941, before me, a Notary Public in and for Madison County, State of Iowa, personally came Perry Jones, Ernest Vierling and Maude Vierling, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the date last above written.



Shirley A. Webster Notary Public
 in and for Madison County, Iowa