

#5916

Mort
C.

Recorded

Adams Nelson of the indorsement made this 27th day of July
 Indorsement to A D 1858 between Adams D Nelson and Benjamin
 C. M. Wright & Nelson his wife of the County of Madison
 and State of Iowa of the first part and, C. M. Wright School District
 Commissioner for the County of Madison in the State Iowa of
 the second part Witnesseth that the said party of the first part
 and in consideration of the sum of three hundred Dollars
 to him in hand paid the receipt whereof is hereby acknowledged
 has granted bargained sold and conveyed unto the said party

Received Three Hundred Dollars in full of the within
Mortgage Due 13th Dec 1864 M. G. Wright & Co.

of the second part and to his successors in office the following described tract or parcel of land situated in the County and State aforesaid to wit: Lot No one (1) in Block No. thirty one (31) & the North one third of Lot No two (2) in Block No. eighteen (18) in the Town of Winfield in Madison County State of Iowa

To have and to hold the land aforesaid together with all and singular the improvements privileges and appurtenances thereto belonging or in any wise appertaining to him the said party of the second part and to his successors in office forever subject nevertheless to the following express reservations and conditions to wit: Whereas the said party of the first part have borrowed of the said party of the second part the above sum of three hundred dollars payable in five years from the date hereof with interest thereon at the rate of ten per centum per annum payable on the first of January next and annually thereafter until paid for which said sum with interest aforesaid the said Adam D. Kellison has given his obligation bearing even date herewith Now if the said party of the first part shall well and truly pay to the said C. M. Wright School Fund Commissioners as aforesaid or to his successors in office the said sum of money with the interest accrued thereon as aforesaid then the covenants shall be utterly null and void and of no effect but if default shall be made in the payments aforesaid or either of them then in that event and during the existence of such default the said party of the second or his successors in office may proceed to advertise and sell the land aforesaid as in cases of sale of real estate on execution and out of the proceeds of such sale first pay the expenses attending the same next the amount of the debt aforesaid principal and interest and the overplus if any pay to the said party of the first part or to his legal representatives in testimony whereof the said Adam D. Kellison and the said Barbara Kellison his wife havey relinquishing her dower in Real Estate herein mentioned subject to the above reservations and conditions have hereunto set their hands and seals the date first above written

Adam D. Kellison { seals }

A Barbara Kellison { seals }

State of Iowa }
Madison County }

Before me Nathan Carleton A Justice of the Peace in and for said County and State aforesaid personally appeared the above named Adam D. Kellison and Barbara Kellison his wife personally known to me to be the persons

whose names are subscribed to the above said deed as parties thereto, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed and the said Barbara Williams being made acquainted with the contents of the above conveyance acknowledged in an examination apart from her husband that she executed the same and relinquished her dower in the real estate therein mentioned freely and without compulsion or undue influence of her husband this twenty-seventh day of July A.D. 1833.

N. Garrison J. D.
Filed for Record August 11th at 8 o'clock A.M.
A.D. 1833. Recorded Sept. 11. A.D. 1833.

S. M. Tidrick
Recorder.