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b. 22-1858

James G Prescott
To Mona
Sarah Rhoads

Know all men by these presents that we James G Prescott William H Heyde and Emily C Heyde are held and firmly bound unto Sarah Rhoads in the penal sum of two thousand dollars for the payment of which we bind ourselves firmly by these presents the condition of this obligation is such that whereof James G Prescott has this day sold and conveyed to the said Sarah Rhoads the undivided half of the following described real estate lying in Madison County Iowa to wit the North west quarter and the North half of the South half West quarter of Section Eleven Township Seventy Seven North of Range twenty Eight West and ~~grant~~ guaranty the same to be good farms common farming land and that there is a state or county road laid out by the said land and that it lays within two miles of timber and a mile and a half of a steam saw mill and the said Emily C Heyde being the owner of the other undivided half agrees to and with the said Sarah Rhoads that the said lands shall be divided equally into halves and that after said division the said Sarah Rhoads shall have her choice of either of the said halves and the said James G Prescott and Mrs W H Heyde guaranty that the said Emily C Heyde will perform her part of this agreement said division shall take place whenever either party shall call for the said division that after said division and choice is made then the said Emily C Heyde agrees to execute a deed to the said Sarah Rhoads for the half she may select and the said Sarah Rhoads agrees under the penalty of two thousand Dollars to make to the said Emily C Heyde a deed to the North half other half of said lands and when all of the above agreements and guaranties are satisfactorily complied with then this obligation to be void otherwise to remain in full force and effect in Witness whereof we have set our hands this Tenth Day of May 1858

James G Prescott
Wm H Heyde
Emily C Heyde