

W. B. Roberts
 Co. Seed
 School Land

This indenture made this fourth day of March AD 1861 between B. B. Roberts and Maxette Roberts his wife of the county of Madison and State of Iowa of the first part and J. B. Heath County Treasurer for the County of Madison in the State of Iowa of the second part witnesseth that the said party of the first part for and in consideration of the sum of three hundred and eighty dollars to them in hand paid the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed and by these presents do grant bargain sell and

North
 1490

Jan 13/1865 Re Satisfaction in full of the annexed mortgage and the same is hereby declared Canceled

Wm Edwin D. Cook

Camey into the said party of the second part and to his successors in office the following described tract or parcel of lands situated in the County and State aforesaid, to wit North west quarter 1/4 of the North East quarter of Section No Two & in Township No Seventy five 75 North of Range No Twenty eight 28 west of the 5th P.M. Range La have and to hold the lands aforesaid together with all and singular the improvements privileges and appurtenances thereunto belonging and 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 Whereas the said party of the first part have borrowed of the said party of the second part the above sum of Three hundred and eighty five 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 day of January next and annually thereafter until paid for which said sum with interest as aforesaid the said B. G. Mahento has given his obligation bearing date March 2nd 1861 Now if the said party of the first part shall well and truly pay to the said B. G. Mahento County Treasurer as aforesaid unto his successors in office the said sum of money with the interest accrued thereon as aforesaid then this conveyance shall be utterly null and void but if default shall be made in the payment of the said sum of money principal or interest or either of them the party of the second part may proceed by process or in any lawful mode to make the amount due together with costs including collection fees out of the aforesaid real estate the premises being hereby expressly made liable for the payment of the said sum of money & interest notwithstanding the same stands law of the State of Iowa In witness whereof the said B. G. Mahento and the said Marietta Mahento his wife hereby relinquishes her dower in the real estate herein mentioned Subject to the above reservations and conditions have hereunto set their hands and seals the date first above written

Executed in presence of
J. M. Andrews

B. G. Mahento
Marietta Mahento

State of Iowa Madison County On this fourth day of April A.D. 1861 before me a Justice of the Peace in and for said County personally came B. G. Mahento and Marietta Mahento to me known to be the identical persons whose names are affixed to the above deeds as grantors and acknowledged the same to be their voluntary act and deed and the said Marietta Mahento being made acquainted with the contents of the above conveyance acknowledged on an examination apart from her husband that she executed the same and relinquished

her name in the real estate therein mentioned freely and without
 compulsion or undue influence of her said husband, given under my
 hands

approved by me this 5th day of

April 1881

Ed A. Huber.

Clerk

J. M. Andrews
 Justice of the Peace

Witness my hand and seal this 5th day of April 1881 at Oakland Cal. J. M. Andrews
 Recorder

Wm. Baulsbey

29.75.27