

#270

John Dannel
 La Mangay
 School Fund

This Indenture made this fifth day
 January A.D. 1861 between John Dannel
 And Nancy Dannel his wife of the County
 of Madison and State of Iowa of the first part and
 J. B. Hunt 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 Two hundred and
 ninety five dollars to them in hand paid the receipt
 of which is hereby acknowledged I covenant, bargain

in
 Mangay

Received August 29th A.D. 1862
the annexed Mortgage
J. A. Clark Treasurer & Recorder
Madison County, Kansas

Sold and conveyed, and by these presents do grant bargain sell
and convey unto the said party 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 the North West quarter of the North East quarter
of Section No Twenty Seven and the North East quarter
of the North West quarter of Section No Twenty Seven
in T 35 N of R 27 W 5 P.M. Lawrence To have and to hold
the Land aforesaid together with all and singular
the improvements premises and appurtenances thereunto
belonging on 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 has borrowed of the said party
of the second part the above sum of Two hundred
and ninety 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 John Cornell has given his obligation bearing
date July 5 1861 now if the said party of the first
part shall well and truly pay or to the said J. A.
Clark County Treasurer as aforesaid or to his suc-
cessors in office the said sum of money with the in-
terest accrued thereon as aforesaid then the conveyance
shall be utterly null and void but if default shall
be made in the payments of the said sum of money
principal or interest or either of them the party of
the second part may proceed by foreclosure or in
any lawful mode to make the amount due together
with costs including collection fees out of the aforesaid
real estate In testimony whereof the said John Cornell
and the said Nancy Cornell his wife hereby relin-
quish 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

Witnessed in presence of
J. A. Clark Treasurer
John Cornell
Nancy Cornell
Maney Cornell

State of Iowa, Madison County
 on this 5th day of Jan'y A.D. 1861 before me Edwin M.
 Guiberson In and for said County personally came John
 Marshall & Nancy Marshall to me known to be the identical persons
 whose names are affixed to the above deed, as grantors
 and acknowledged the same to be their voluntary act and
 deed, and the said Nancy Marshall 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 dower in the
 real estate herein mentioned freely and without compulsion
 or undue influence of her husband, Given under my hand,
 (Seal) and Seal of said County. E. M. Guiberson
 County Judge
 Approved by me this 5 day of Jan'y 1861
 E. M. Guiberson
 County Judge
 Filed for Record Jan'y 7 1861 }
 at 10 o'clock A.M. J. G. H. Recorder