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John H. Porter
Yo Mortgage
School Fund

This indenture made this Twenty first day of February A D 1861 between John H. Porter his wife of the county of Madison County and State of Iowa of the first part and J. H. Hook 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 One Hundred and twelve 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 convey unto the said party of the second part and his successors in office the following described tract or parcel of land situated in the county and State aforesaid to wit Lot Eight (8) in Block Twenty Four (24) and the East half (1/2) of Lot Seven (7) in Block Twenty Four (24) all in the original plat of the town of Montrose, Madison County, Iowa

Rec Sept 10 1866 of J W Porter & Malinda Porter in full of the annexed mortgage and the same is hereby registered in the office of the Clerk of the County of Madison

To have and to hold the land aforesaid together with all and singular the improvements servitudes and appurtenances therunto belonging or in anywise appertaining to him the said party of the second part and to his successors in office forever subject nevertheless to the following 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 One Hundred and twelve dollars payable in Five years from the date hereof with interest thereon at the rate of ten per cent 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 W Porter has given his obligation bearing date February 21st AD 1861 Now if the said party of the first part shall well and truly pay to the said Clark County Treasurer or to his successors in office the said sum of money with 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 sums 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 witness whereof the said John W Porter and the said Malinda Porter 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 E A Huber. John W Porter Esq Malinda ^{her} Porter Esq

State of Iowa Madison County
On this 21st day of February AD 1861 before me E A Huber clerk of the District Court in and for said county personally came John W Porter and Malinda Porter 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 Malinda Porter 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 therein mentioned freely and
without compulsion or undue influence of her husband
Given under my hand and Seal of said District
Court

[Signature]

Geo A. Meuser Clerk
J C of said Co Iowa
Filed for Record February 2nd AD 1861 at
3 o'clock PM Wm. Cook Recorder for said Court
[Signature]