

#320

James Harris
 To Mortgage
 School Land

This indenture Made this
 Sixteenth day of March A.D.
 1861 Between James Harris

of the County of Madison and State of Iowa of the
 first part and J. G. Maults 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
 Ninety four & 00/100 Dollars to him in hand paid the
 receipt whereof is hereby acknowledged has granted
 bargained sold and conveyed and by these presents
 doth grant bargain sell and convey unto the said
 party of the second part and to his successors in
 office the following described tract of land
 situate in the said County and State of Iowa to wit

6-75-27

For Aug 2 1866 Satisfaction in full of the
 annexed mortgage *W. B. H. H. H.*

North East fractional quarter of the North East quarter
 of Section Number Sixteen 16 in Township Number Seventy
 five 75 North of Range Number Seventy Seven 77 West
 containing 39 acres in Madison County Iowa to have
 and to hold the land, aforesaid together with all and
 singular the improvements pre-edges 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 res-
 eruations 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 ninety four dollars and
 fifty cts payable in five years from the date hereof with
 interest thereon at the rate of ten percent 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 James Hannis has given his
 obligation bearing date March 18th A.D. 1866 Now if
 the said party of the first part shall well and
 truly pay to the said Old South County Treasurer or
 aforesaid or to his successors in office the said sum
 of money with the interest thereon as aforesaid then
 this conveyance shall be entirely 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 other lawful
 mode to make the amount due together with the costs
 including collection fees out of the aforesaid Real Estate
 In witness whereof the said James Hannis Subject
 to the above reservations and conditions have hereunto
 set his hand and seal the date first above written

James Hannis

State of Iowa Madison County
 On this 18th day of March A.D. 1866 before me J. A. Haber
 Clerk of the District Court in and for said County
 personally came James Hannis to me personally known
 to be the identical person whose name is affixed to the
 above deed as grantor and acknowledges the same to be
 his voluntary act and deed as grantor Given under
 my hands and seal of the District Court of said County
 this 20th day of March 1866 J. A. Haber Clk Madison Co Iowa