

1867 Hawk River

347

Recd salary of clerk in full for 1867
annexed to original No 14 1867
W. J. Wood

Ely Ebers
L. C. Munlag
School Land

This indenture Made this 9th day of
March A.D. 1861 between Ely Ebers
and Mary Ebers his wife of the
County of Madison and State of Iowa of the first part
and J. B. Hawk 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
Seventy 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 to his successors in office the fol-
lowing described tract or parcel of lands situated
in the County and State aforesaid to wit commencing
party North East of the N. W. corner of the 3^d
quarter Sec Eleven Township Seventy Six Range
Twenty Eight Thence South 40 rods Thence East
40 rods Thence South 90 rods Thence East 40
rods Thence North 135 rods Thence West 80
rods to the place of beginning containing Forty
four acres more or less in the County of Madison
State of Iowa To have and to hold the land
aforesaid together with all and singular the
improvements privileges and appurtenances
thereto belonging unto 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
have bargained of the said party of the second
part the above sum of Two hundred and Seventy

Billions payable in five years from the date hereof with the 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 Ely Evans has given his obligation bearing date March 9th 1861. Now if the said party of the first part shall well and truly pay to the said P. G. South County Treasurer as aforesaid or to his successor 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 payments of said sums of money principal or interest on 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 and out of the aforesaid real estate. In witness whereof the said Ely Evans and the said Mary Evans his wife thereby 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.

Ely Evans *(Seal)*
Mary Evans *(Seal)*

State of Iowa }
Madison County } On this 12 day of March
A.D. 1861 before me a Justice of the Peace in and for said County personally came Ely Evans & Mary Evans 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 Mary Evans 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 & seal of said County William Barnett J.P.
at Brownsville Mo. 15th day of March A.D. 1861

Filed for records, June 1 1861 at 1 o'clock PM
P. B. Hawk

D. G. Hawk Menden

Robert L. Smith.