

#385
 Isaac M. Lee
 L. Mortgage
 Rebecca K. Avery

I This Indenture Made the 29th day of May in the year one thousand eight hundred and Sixty Two Between Isaac M. Lee of Hoboken in the County of Hudson State of New Jersey and Lucy M. Lee his wife parties of the first part and Rebecca K. Avery of Orange in the State of New Jersey parties of the second part witnesseth that the said parties of the first part for and in consideration of the sum of one dollar to them in hand paid the

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By direction of a Decree of the Circuit Court of date March 20th A.D. 1885, this mortgage
is hereby fully canceled of Record, as will more fully appear by Reference to Record
Number 5. pages 176. 7 & 8 of Circuit Court Record Madison Co. Ia. Apr. 11th 1885
Wesleyheaden Clerk

Bargained, Sold, removed, released, conveyed and confirmed,
and by these presents do Grant bargain Sell alien demise
release convey and confirm unto the Said party of the Second
part his heirs and assigns forever all those certain tracts
tracts pieces or parcels of Land situated in the County of
Madison and State of Iowa and described as follows to wit
The North East quarter of the North West quarter
and the North West ^{quarter} of the North East quarter of Section
Number Twenty two 22 in Township Seventy four 74 North
of Range Number Twenty eight 28 west and Twenty five
35 acres of timber off of the South end of the South
west quarter of the North west quarter of Section
Number Ten 10 in Township Seventy four 74 Range
Twenty eight 28 west Together with all and singular the
tenements hereditaments and appurtenances therunto belonging
or in any way appertaining and the reversion and remainders
and remainders unto issues and profits thereof and all the
estate right title interest claim and demand whatsoever
as well in law as in equity of the Said parties of the
first part of in and to the same to have and to hold
the above granted and described premises with the
appurtenances unto the Said party of the Second part
her heirs and assigns to her and their own proper
use benefit and behoof forever Provided always
and these presents are upon this express condition that
if the Said Frank M. Lee & Alfred Avery and Louisa
be Avery administrators of Franklin B. Avery
deceased shall well and truly pay their four percent promiss-
ory notes bearing the date of these presents as follows to wit
One for \$316³/₁₀₀ payable in one year from the date hereof
with interest at the rate of Seven percent per annum
One for \$316³/₁₀₀ payable in two years from the date
hereof with annual interest at the rate aforesaid
One for \$316³/₁₀₀ payable in three years from the date
hereof with annual interest at the rate aforesaid
And One for \$500⁰⁰/₁₀₀ payable in four years from the
date hereof with interest to commence three years after
the date hereof at the rate aforesaid all lawful money
as aforesaid according to the tenor of the Said four
promissory notes above described then these presents
shall be in full payment of the debt due to the said party of the first part

The annulled mortgage cancelled by order of the District Court of Madison County Iowa, on April 28 1897, as shown by record of said Court, recorded on page 586 of District Court Record "A".

Cause and, utterly determine that if default shall be made in the payment of the said four promissory notes or any of them at the time and times herein before specified, for the payment thereof, the said parties of the first part with hereby authorize and fully empower the said party of the second part her executors administrators and assigns to sell the said hereby granted premises or such portion thereof as may be necessary to satisfy the amount undischarged at public auction and convey the same in fee simple to the purchaser or purchasers agreeably to the Statute in such case made and provided and out of the money arising from such sale to retain the principal and interest which shall then be due on the said four promissory notes or any of them together with all legal costs and charges and pay the overplus if any thereof after the full payment of all of said notes and interest into Bank of the first part his legal representatives or assigns This Mortgage and other mortgages and other securities are hereby given herewith this day given by the party of the first part and received by the party of the second part as collateral security for the payment of the four promissory notes described herein In witness whereof the said parties of the first part have hereunto set their hand and seal the day and year first above written Sealed and delivered in presence of
Sylvester Lee
Abm L Smith
Unck Lee
Leasure Lee

State of New York City and County of New York ss
Be it remembered that on the 31st day of May one thousand eight hundred and sixty two before me Sylvester Lee a Commissioner duly appointed by the Governor of the State of Iowa to take acknowledgements to be used or recorded therein personally appeared Unck Lee and Leasure Lee his wife who are both personally known to me to be the identical persons whose names are affixed to the foregoing Mortgage as mortgagors and they severally acknowledge the same to be their voluntary act and deed for the use and purposes therein mentioned In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid Sylvester Lee
Sealed for record June 23 1862 at Iowa County
N. B. M.