

David L. Powell
 To Mortgage
 School Fund

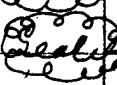
This indenture made this 5th day of July A.D. 1862
 between D.L. Powell & Hannah Jane Powell his wife
 of the County of Madison and State of Iowa of
 the first part and G.A. Hubel Clerk of the District Court of Madison
 County State of Iowa of the second part witnesseth that the said
 party of the first part for and in consideration of the sum of Thirty
 Seven & ⁰⁰/₁₀₀ Dollars to him 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
 following described tract or parcel of land situated in the County
 and State aforesaid to wit The South half of the South East
 1/4 of Section No Twelve 12 Township No Seventy Seven 77 North
 of Range No Twenty Eight 28 West of the 5th PM Iowa. To have
 and to hold, the land aforesaid together with all and singular
 the improvements privileges and appurtenances thereto 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 express reservations and conditions to wit Whereas
 the said first party have borrowed of the School Fund of Madison
 County the sum of Thirty Seven & ⁰⁰/₁₀₀ Dollars payable 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 D.L. Powell with
 John Brown Benjamin Powell as sureties has given his
 obligation payable to the said Clerk of the District Court
 on his successors in office bearing even date herewith now
 if the said party of the first part shall well and truly
 pay to the said Clerk of the District Court aforesaid or to his
 successors in office for the said School fund the said sum
 of money with the interest accrued thereon as aforesaid then
 this conveyance shall be utterly null and void and of no effect
 and it is expressly agreed that this mortgage is made in
 accordance with and subject to all the provisions of an act
 of the 15th general assembly of the State of Iowa entitled an
 act providing for the management of the school fund and the
 sale of the school lands being article one of chapter 86 of the
 revision of 1860 In testimony whereof the said D.L. Powell
 and the said Hannah Jane Powell have hereunto set their hands

Received in full of amount Mortgage Oct 17 1863 D.L. Powell & Hannah Jane Powell

Relinquishing 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,

Andrew Kirkland,

David L. Powell 

Hannah J. Powell 

State of Iowa Madison County ss

be it remembered, that on this 20th day of July A.D. 1882 before the undersigned, a Justice of the peace within and for said County personally appeared, D. L. Powell & Hannah Jane Powell to me personally known to be the identical persons whose names are affixed to the foregoing deed, as grantors and without knowledge of the instrument to be their voluntary act and deed, and the said Hannah Jane Powell wife of the said D. L. Powell declared that she relinquished all her right of dower in the lands and Tenements therein mentioned, witness my hand, and seal the day and year last above written

Alexander Kirkland,
Justice of the Peace

Filed for Record, Aug. 21, 1882

at 12 o'clock M. J. G. Rank Recorder