

John A. Layton

#397

This deed made and entered into this fifteenth day of November eighteen hundred and sixty by and between John Samuel H. Haldaday & John A. Layton and Margaret H. his wife of the city and county of St. Louis and State of Missouri parties of the first part Samuel H. Haldaday of the same place party of the second part and Leason R. Montague and George W. Wentworth and John A. Plummer parties of the third part witnesses that the said parties of the first part in consideration of the debt and trust hereinafter mentioned, and created, and of the sum of one dollar to them paid by the said party of the second part the receipt of which is hereby acknowledged, do by these presents grant bargain and sell convey and confirm unto the said parties of the second part all their right title and interest in and to a certain piece or parcel of land lying and being in the county of Madison and State of Iowa, known and described as follows to wit the South East quarter of the South West quarter of Section Twenty one 21 in Township Seventy five 75 Range Twenty nine 29 West containing forty acres to have and to hold the same together with the appurtenances to the said parties of the second part and to his heirs and assigns forever In trust however for the following purpose Whereas the said party of the first part John A. Layton is indebted to the parties of the third part as follows to wit To Leason R. Montague in the sum of four hundred and seventy seven \$477.00 dollars for which amount judgment has this day been conferred by the said John A. Layton & others in the Circuit Court of St. Louis County Missouri To George W. Wentworth and Plummer in the sum of twenty five hundred and fifty six \$2,556.00 dollars for which judgment has been this day conferred by the said John A. Layton & others in the Circuit Court of St. Louis County Missouri Now the said trustee is hereby authorized and empowered to sell the above described piece of land at private or public sale whichever he may think best as soon as he thinks proper so as to do for the interest of all parties and sell either for cash or on time as he may think best is hereby fully authorized and empowered to dispose of said land in any manner he may think most advantageous to all parties the same power being hereby conferred upon him that he would possess were the said land absolutely his own and the proceeds of said sale he shall pay equally on said judgments unless the judgment in favor of Leason R. Montague shall be satisfied with less than half of the proceeds of this land in which case the proceeds remaining after satisfying said Montague's judgment shall be paid on the judgment in

21-75-29

And deliver a deed in fee simple of the property sold, to the purchaser, on purchaser's receipts and receive the proceeds of sales out of which he shall pay first the cost and expenses of this trust and next the said judgments as aforesaid, and the remainder of any shall be paid to the said party of the first part or to their legal representatives and the said party of the second part covenants faithfully to perform and fulfil the trust herein created. In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

John J. Layton (Seal)
M. H. Layton (Seal)

This is the day and year first above written

State of Missouri
County of St. Louis 395
Be it remembered that on the nineteenth day of November A.D. eighteen hundred and sixty before me the undersigned, a Notary Public duly commissioned, and qualified, within and for the said County and State came John J. Layton and Margaret H. Layton his wife who are personally known to me to be the same persons whose names are subscribed, to the foregoing instrument of writing as parties thereto and severally acknowledged the same to be their act and deed for the purposes therein mentioned, and the said Margaret H. Layton having been by me made acquainted with the contents of the said instrument of writing and on examination apart from her said husband, acknowledged that she executed the said instrument of writing and relinquished her claim in the real estate therein mentioned freely and without compulsion or undue influence of her said husband, In Testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year above written.

Robert S. Boonher

Notary Public

Filed for Record, Sept. 1 1862 at 10 o'clock AM

J. G. South Recorder