

State of Iowa - Madison County SS

May 19, 1862. Need Satisfaction in full of the within Mortgage.
 hereby declare the same cancelled
 R. H. Pitt Co.
 33-75-27

Filed for Record, Oct 21 1862 at 11 O'clock P.M.

P. G. Mouth Recorder

James R. Gilliman

La School & Manr

To School Land

This indenture made this first day of September AD 1862 between James R. Gilliman and Nancy M. Gilliman his wife of the

county of Madison and State of Iowa, of the first part and E. A. Huber 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 one hundred & forty dollars to them in hand paid the receipt whereof is hereby acknowledged, have granted bargained sold 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 North East quarter of Section No. Thirty three 33 Township No. Seventy five 75 North of Range No. Twenty Seven 27 West of the fifth P.M. 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 funds of Madison County the sum of One hundred and forty dollars 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 R. Gilliman with Levi R. Allen & John Kennel as sureties has given his obligation payable to the said clerk of the district court and his successors in office bearing 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 Land, 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 Eightth General Assembly of the State of Iowa, entitled an act providing for the management of the School Land, and the sale of the School lands being article one of chapter 48 of the Revision of 1858 In testimony whereof the said James R. Silliman and the said Nancy Mc Silliman his wife hereby relinquishes her dower in the real estate herein mentioned subject to all the above reservations and conditions have hereunto set their hands and seals the date first above written

James R. Silliman
Nancy Mc Silliman

State of Iowa Madison County ss

Be It Remembered that on this 17 day of October AD 1862 before the undersigned a County Judge within and for said County personally appeared James R. Silliman and Nancy Mc Silliman to me personally known to be the identical persons whose names are affixed to the foregoing deed as grantors and acknowledged the instrument to be their voluntary act and deed and the said Nancy Mc Silliman wife of the said James R. Silliman declared that she relinquished all her right of dower in the lands and premises therein mentioned witness my hand and seal the day and year last above written

Silid for Records Oct 20-1862
At 5 o'clock P.M. J.B. Hawk Recorder

} Lewis Mayo
County Judge