

Now if the said Samuel J Smith shall well and truly pay or
cause to be paid unto the said Genl Huber Clerk of the District
Court as aforesaid or to his successors in office the said sum
of money and the interest accrued thereon as aforesaid then this
conveyance to become utterly null and void And it is expressly
agreed that this mortgage is made in accordance with and subject
to all the provisions of an act of the eighth general assembly
of the State of Iowa entitled an act approved proceeding from
the management of the school funds and the sale of the school
lands being article one of chapter 86 of the Revision of 1860
In Testimony Whereof I have hereunto set my hand and
affixed my Seal

S J Smith Seal

State of Iowa Madison County ss

Be it Remembered that on this 16th day of December A.D. 1862 before me the undersigned County Judge in and for said County personally appeared the above named Samuel D. Smith and — his wife to me personally known to be the intended person whose name is affixed to the foregoing instrument as grantor and acknowledged the execution of the same to be his voluntary act and deed and that he executed the same for the uses and purposes therein contained witness my hand and official Seal the 16th day and year last above written.

Filed Jan. second Dec. 15 1862
at 4 o'clock PM Plymouth New York

Lewis Mayo
County Judge

used by
C. Evelyn Recorder

resolution dated 11-1-67