

James Gilliland,
Do "Montgoye",
School Land,

This Indenture made and executed, this 29th day
of December A.D. 1862 by and between James
Gilliland, and, Susan Gilliland, his wife of the County of Madison
and State of Iowa, parties of the first and Geo. Huber Clerk of
the District Court of Madison County Iowa, party of the second,
part witnesseth that the said parties of the first part in and
for the consideration of the sum of Forty eight & 75^{cts} dollars to
them in hand paid by the said party of the second, part the
receipt of which is hereby acknowledged, do by these presents grant
Burgess Bell and convey unto the said party of the second,
part and to his Successors in office the following described,
Real Estate lying and being situate in the County of Madison
and State of Iowa, to wit the South West 1/4 of the South
East 1/4 of, Sec 160 Twelve 12 Township 160 Seventy Six 76 North
of Range 160 Twenty Seven 27 West of the 5th P.M. Town, to have
and to hold, the premises above described, with all and singular
the appurtenances thereto belonging unto him the said party
of the second, part and to his Successors in office forever
and the said James Gilliland, and Susan Gilliland, his
wife hereby releases and relinquishes all their rights of
dower and Homestead, in and to the above described Real Estate
provided, nevertheless and these presents are upon the following
Express conditions and none other to wit whereas the said,
James Gilliland, has this day borrowed, out of the School
fund, of said County the above sum of Forty eight & 75^{cts} dollars
payable in five years from the date hereof, with interest at the
rate of Ten per centum 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 Gilliland,
with Isaac Miller and Mahant Neal as sureties has this
day executed his promissory note Now if the said James
Gilliland, shall well and truly pay or cause to be paid,
unto the said, Geo. Huber Clerk of the District Court as
aforesaid, unto 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 Montgoye is made in accordance
with and subject to all the provisions of an act of the
Legislature of Iowa passed at the 1st session of the 18th General Assembly.

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 we have hereunto set our hands and affixed
 our Seals

James ^{hus} Gilleland, 
 Susan ^{wife} Gilleland, 

State of Iowa Henderson County ss
 be it Remembered, that on this 31st day of December A.D. 1862 before
 me the undersigned a County Judge in and for said County personally
 appeared the above named, James Gilleland, and Susan Gilleland, his
 wife to me personally known to be the identical persons whose names
 are affixed to the foregoing instrument as grantors and acknowledged
 the execution of the same to be their voluntary act and deed and
 that they executed the same for the uses and purposes therein contained.
 Witness my hand, and official Seal the day and year last above
 Written Lewis Mayo
 Co. Judge