

4434

Red Satisfaction in full of the annexed Mortgage
And the same is hereby cancelled Dec 25 1866

5-75-28

Joshua Gentry
Mortgage
School Fund

This Indenture made and executed this 31 day of December 1862 by and between Joshua Gentry and Elizabeth J. Gentry his wife of the County of Madison and State of Iowa parties of the first part and East Huber Clerk of the District Court of Madison County Iowa, parties of the Second, part witnesses that the said parties of the first part in and for the consideration of the sum of Twelve $\$12.00$ 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 bargain sell 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 East qr of the South West qr of Sec 20 T 2 N R 5 E Township No Seventy five 40 North of Range No Twenty eight 08 West of the 6th PM Iowa, 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 Joshua Gentry and Elizabeth J. Gentry his wife hereby releases and relinquishes all her 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 Whenever the said Joshua Gentry has this day borrowed out of the School Fund of said County the above sum of Twelve $\$12.00$ 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 the interest as aforesaid the said Joshua Gentry with Abner Bell Jr and as sureties has this day executed his promissory note now if the said Joshua Gentry shall well and truly pay or cause to be paid unto the said East Huber Clerk as aforesaid on 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 the act of the eighth General assembly of the State of Iowa entitled an act providing for 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 we have hereunto set our hands and
affixed our seals.

Joshua Gentry 
Elizabeth ^{his wife} Gentry 

State of Iowa Madison County ss

be it remembered that on this 31st day of December A.D. 1882 before
me the undersigned County Judge in and said for said County
personally appeared the above named Joshua Gentry and
Elizabeth Gentry 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 hands and
affixed seal the day year last above written



Levi's Mayo Co Judge

Filed for Record Dec 31 1882 at 8 o'clock P.M.

J. B. Hanks Recorder