

act providing for the management of the School funds, and the sale of the

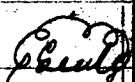
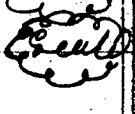
Filed for Record, Dec 29 1862 1 P.M. DeMouth Recorder

#432
8-7628
Rec Satisfaction in full of the
annexed Mortgage and the same is
cancelled Jan 1863

Emanuel Sulgrave
vs
Lo Mortgage
School Funds

This indenture made and executed this 1st day
of January A.D. 1863 by and between Emanuel
Sulgrave and Mary Sulgrave his wife of the County of Madison
and State of Iowa party of the first part and G. A. 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 One hundred & twenty nine & 00/100 Dollars
to them in hands paid by the said party of the second part the
receipt of which is hereby acknowledged do by these presents grant
convey and carry unto the said party of the second part
and to his successors in office the following described Real Estate
lying and being situated in the County of Madison and State
of Iowa to wit the 1/2 South East 9 & 1/4 of Section 36 North 8
in Township 36 Seventy Six 46 North of Range 36 Twenty
Eight 28 West of the 5th P.M. Iowa To have and to hold the
premises above described with all and singular the appurtenances
thereunto belonging unto him the said party of the second part
and to his successors in office forever and the said Emanuel
Sulgrave and Mary Sulgrave his wife hereby release and
relinquish all their right of claim and demand in and

And these presents are upon the following express conditions and none other to wit whereat the said Noah Sulgrave has this day borrowed out of the School Land, of said county the above sum of one hundred & twenty nine & 00/100 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 Emanuel Sulgrave with Edmund Reed, and Eli Sulgrave as sureties has this day executed his promissory note now of the said Emanuel Sulgrave shall well and truly pay or cause to be paid unto the said Geo A 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 providing for the Management of the School Land, said Act of the School Lands being entitled one of chapters 98 of the Revision of 1860. In testimony whereof we have hereunto set our hands and affixed our seals

Emanuel Sulgrave 
 Mary Sulgrave 

State of Iowa Madison County,
 be it remembered, that on this 1st day of January, A.D. 1863 before the undersigned a County Judge in and for said county personally appeared the above named Emanuel Sulgrave and Mary Sulgrave his wife to me personally known to be the identical person 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 year last above written Securus Mayo

Geo Judge

Filed for Record, Jan'y 1, 1863 at 1 o'clock P.M.

J. B. North Recorder