

#438

J. H. Hunt Recorder

James Brinson
vs
La Montague
School Land

This Indenture made and executed this 24th day of January A.D. 1868 by and between James Brinson and Sarah A. Brinson his wife of the County of Madison and State of Iowa parties of the first part and Mr. M. Sidmouth Selenth & Co 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 Fifty Seven & 50/100 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, 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 North half of the North west quarter of Section 360 Six 6 Township 360 Seventy four 4 North of Range 160 Twenty seven 27 West of the 5th P. M. 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 James Brinson and Sarah A. Brinson 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 Brinson has this day borrowed out of the School Land of said County the above sum of Fifty Seven & 50/100 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 interest as aforesaid the said James Brinson with Hammett Maye and William Barton as sureties has this day executed his promisory note Now if the said James Brinson shall

James & S. Brinson in full of the within mortgage, and hereby declare the same cancelled
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of debt 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 Eight General Assembly of the State of Iowa entitled an act providing for the Management of the School Land and the Sale of School Lands being article one of Chapter 58 of the Revision of 1860 In Testimony whereof we have hereunto set our hands and affixed our Seals

James Brinson
Sarah A. Brinson
witness

State of Iowa Madison County ss

Be it remembered, that on this 24th day of January A.D. 1863 before me the undersigned a Notary Public in and for said County personally appeared the above named James Brinson and Sarah A. Brinson 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

Sealed Witness My hand and Notarial Seal the day year last above written

B. L. Munn, Notary Public
Madison County

Filed for Record, Jan'y 24, 1863 at 4 o'clock P.M. } Iowa
B. L. Munn, Recorder }