

192

John O. Kirkwood & wife
 J. R. McCall

Know all Men by these presents,

That we John O. Kirkwood and Mattie L. Kirkwood his wife, of Madison County and State of Iowa in consideration of the sum of Twenty four hundred dollars in hand paid by J. R. McCall of Madison County and State of Iowa, do hereby sell and convey unto the said J. R. McCall the following described premises, situated in the County of Madison and State of Iowa, to-wit:

The East half of the North West quarter, and the North West quarter of the North East quarter of Section No Seventeen (17), and ten (10) Acres being a part of the South West quarter of the South West quarter of Section No Nine (9), bounded by a line commencing at the North West corner of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. Nine (9), running thence South East in a straight line to the South East corner of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. (9) thence West to a point a sufficient distance West of said South East corner so that a straight line drawn from said point to said North West corner shall include ten (10) Acres between said line and the straight line running from said North West corner to said South East corner. — Also two (2) Acres, bounded by a line commencing at the South West corner of the South East quarter of Section No Eight (8) and running thence North Sixteen (16) rods, thence East twenty (20) rods, thence South (16) rods, thence West (20) rods to the place of beginning, all in Township No Seventy four (74) North, of Range Twenty eight (28) West. — And we hereby covenant with the said McCall that we hold said premises by title in fee simple that we have good right and lawful authority to sell and convey the same that they are free and clear of all liens and incumbrances whatsoever, except a Mortgage given to the School Fund to secure the payment of One hundred (100) dollars & the interest thereon dated August 15th A.D. 1866, the payment of which debt of \$100 & interest to the School Fund the said McCall assumes & agrees to pay, and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, Except the holders of said Mortgage, — And the said Mattie L. Kirkwood hereby relinquishes her right of dower in and to the above described premises. — Signed this 4th day of November A. D. 1869.

Witness my hand & seal
 J. O. K. & M. L. K.
 Nov. 4th 1869

John O. Kirkwood
 Mattie L. Kirkwood

State of Iowa
 Madison County } ss

On this 4th day of Nov. A. D. 1869, before me John W. Thompson a Justice of the peace within and for said County, personally came John O. Kirkwood and Mattie L. Kirkwood personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the same to be their voluntary act and deed,

for the purposes therein expressed. — In testimony whereof
I have hereunto subscribed my name on the date last above written

J. W. Thompson J.P.

Filed for Record Nov. 6th 1869, at 1 $\frac{1}{4}$ o'clock P.M.
O. A. Moser Recorder