

MADISON COUNTY, IA - BOOK W

581
 Z. Montgomery & wife
 Deed
 John Cads

This Indenture, made this Fifteenth
 day of January in the year of our Lord

One thousand eight hundred and Sixty nine,

Between Zadok Montgomery and Sarah J. Montgomery his wife
 of the first part, and John Cads of the second part,

Witnesseth, That the said party of the first part, for and in
 consideration of the sum of Five hundred dollars, in hand paid by
 the said party of the second part, the receipt whereof is hereby acknow-
 ledged, have Granted, Bargained, and Sold, and by these presents do
 Grant, Bargain, and Sell, unto the said party of the second part, his
 heirs and assigns, all the following described lot, piece, or parcel
 of land, situated in the County of Madison, and State of Iowa, to-wit;

The North fractional half of the North East quarter of
 Section Two (2) in Township Seventy four (74) North of Range
 Twenty nine (29) West, in the district of lands subject to Sale at
 Chariton, Iowa - Containing Seventy seven and Thirty four hundredths
 of an Acre. — Together with all and singular the hereditaments
 and appurtenances thereunto belonging, or in any wise appertaining,
 and the reversion and reversions, remainder and remainders, rents,
 issues, and profits thereof; and all the estate, right, title, interest, claim and
 demand whatsoever, of the said party of the first part, either in law or
 equity, of, in and to the above bargained premises, with the hereditaments
 and appurtenances; To have and to hold the said premises above bargained
 and described, with the appurtenances, unto the said party of the second
 part, his heirs and assigns Forever. — And the said Zadok Montgom-
 ery and Sarah J. Montgomery parties of the first part, hereby expressly
 waive, release and relinquish unto the said party of the second part,
 his heirs, executors, administrators and assigns, all right, title, claim,
 interest and benefit whatever, in and to the above described premises,
 and each and every part thereof, which is given by or results from all
 laws of this State pertaining to the exemption of homesteads. — And the said

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Zadok Montgomery and Sarah J. Montgomery party of the first part, for themselves, heirs, executors, and administrators, do covenant, grant, bargain, and agree, to and with the said party of the second part his heirs and assigns, that at the time of the enrolling and delivery of these presents, they are well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, and in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid and that the same are free and clear from all former and other grants, bargains sales, liens, taxes, assessments and encumbrances, of what kind or nature soever, and the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and forever defend.

In Testimony whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written

US Post. 50 cts.
Z. M. & S. J. M.
Jan. 15th 1869

Zadok Montgomery
Sarah J. Montgomery

State of Illinois }
Knox County } ss

I, Robert L. Hannaman a Notary Public in and for said County, in the State aforesaid, do here by certify that Zadok Montgomery and Sarah J. Montgomery personally known to me as the same persons whose names are subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument in writing as their free and voluntary act, for the uses and purposes therein set forth. — And the said Sarah J. Montgomery wife of the said Zadok Montgomery having been by me examined, separate and apart, and out of the hearing of her husband, and the contents and meaning of the said instrument of writing having been by me fully made known and explained to her, and she also by me being fully informed of her rights under the Homestead Laws of this State, acknowledged that she had freely and voluntarily executed the same, and relinquished her dower to the lands and tenements therein mentioned, and also all her rights and advantages under and by virtue of all laws of this State, relating to the Exemption of Homesteads, without compulsion of her said husband, and that she doth not wish to retract the same.

Given under my hand and Notarial Seal, this 20th day of January A.D. 1869

"L. S."

R. L. Hannaman
Notary Public

Filed for Record May 5th 1869, at 3 o'clock P.M.

(W. J. Moser Recorder