

263

W^m Matthews & wife
 To } Deed
 D. Wade Matthews

This Indenture, made this
 Eleventh (11) day of December in the
 year of our Lord One thousand Eight
 hundred and Sixty nine (1869), Between William Matthews and
 Deborah S. Matthews of the County of Effingham and State of Illi-
 nois of the first part, and D. Wade Matthews of the same County
 and State of the second part, — Witnesseth, That the said party of
 the first part, for and in consideration of the sum of Eight hund-
 red Dollars, in hand paid by the said party of the second part,
 the receipt whereof is hereby acknowledged, 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 fol-
 lowing described lot, piece, or parcel of land, situated in the State
 of Iowa in the County of Madison, to-wit:

The North West quarter of the North East quarter of
 Section Twenty (20) Township Seventy five (75) Range Twenty nine (29),

And also the South West quarter of the North West quarter of
 Section Twenty one (21) Township Seventy five (75) Range Twenty nine (29),

Together with all and singular the hereditaments and appurtenan-
 ces thereunto belonging, or in anywise 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 William Matthews and Deborah
 S. Matthews parties of the first part, hereby expressly waive, release and
 relinquish unto the said party of the second part, his heirs, executors, ad-
 ministrators 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 William Matthews and
 Deborah S. Matthews party of the first part, for themselves their 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 executing and delivery of these presents, they were well seized of
 the premises above conveyed, as of a good, sure, perfect, absolute and inde-
 feasible 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 per-
 sons 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,
Signed, Sealed and delivered in presence

of: R. A. Campbell
Mary C. Writer

U.S. Dist. Ct.
W.M. Dec 11th 1869

William Matthews *SS*
Deborah S. Matthews *SS*

State of Illinois *SS*
Effingham County *SS*

I, Harrison Tyner a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Matthews and Deborah S. Matthews his wife, personally know 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 Deborah S. Matthews wife of the said William Matthews 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 does not wish to retract the same.

Given under my hand and Notarial Seal, this Eleventh day of December A.D. 1869.

"S.S."

Harrison Tyner N.P.

Filed for Record Feb. 7th 1870, at 3 o'clock P.M.

O. A. Moser Recorder