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David Mundorff & wife
To
Deed
Wilber F. Marston

This Indenture, made this -
Twentieth day of November in the
year of our Lord One thousand Eight hun-
dred and Sixty nine, Between David Mundorff and Sarah
Mundorff his wife of Galesburg Knox Co. Illinois of the first
part, and Wilber F. Marston of Bariton Henderson County
Illinois of the second part. - Witnesseth, That the said party
of the first part, for and in consideration of the sum of Seventeen
hundred and fifty Dollars, in hand paid, by the said party
of the second part, the receipt whereof is hereby acknowledged,
hath 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 South West quarter of Section Eigh-
teen (18) Township Seventy seven (77) North of Range Twenty nine (29)
West of the fifth Principal Meridian Iowa, containing One hun-
dred and forty Acres more or less according to the Original Survey.

The party of the second part agrees to assume a Mortgage dated
Dec. 2^d 1868 and Dec 2^d 1870 for One thousand dollars with in-
terest on the same at eight per cent per annum on the above
described land. - Together with all and singular the heredit-
aments and appurtenances thereunto belonging, or in anywise apper-
taining, and the reversion and reversions, remainder and remainders,
rents, issues, and profits thereof; and all the estate, right, title, inter-
est, claim and demand whatsoever, of the said part 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 David Mundorff & Sarah Mundorff his wife party
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 David Mundorff &
Sarah Mundorff his wife party of the first part, for themselves &
their heirs, executors, and administrators, doth 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,
that 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 hath 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 party of the first part hath hereunto set their hands and seals the day and year first above written.

US Prov. \$1.20
DM Nov 28th 1869

David Mundorff
Sarah Mundorff

State of Illinois }
Knox County } ss

I, H. W. Carpenter Notary Public in and for said County, in the State aforesaid, do hereby certify that David Mundorff & Sarah Mundorff his wife are 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 Mundorff wife of the said David Mundorff 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 relinquish 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 do not wish to retract the same.

Given under my hand and Notarial Seal, this twentieth day of Nov. A.D. 1869.

"L.S."

H. W. Carpenter
Notary Public

Filed for Record March 10th 1870, at 3 1/2 o'clock P. M.
C. J. Moser Recorder