

This Indenture, Made the Fifteenth day of April in the year of our Lord one thousand eight hundred and Ninety-Two between Thomas C. Newell of the town of Brookertown, Calumet County, State of Wisconsin as party of the first part and George S. Fowler of the same town, county and state as aforesaid as party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Twenty-Two Dollars to him hand paid, 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, and to his heirs and assigns forever, All that certain piece, or parcel of land, situate, being and being in the town of Brookertown, county of Calumet and State of Wisconsin known & described as follows to wit: Being part of the North half of lot number Twenty-one (21) commencing at a point in the center of the Military road on the subdivision line between the North half of lot Twenty-one and the South half of lot number Twenty-one, thence North along the center of said Military Road, Eight rods, thence due west Twenty (20) rods, thence south eight (8) rods to the said division line, thence due east along said line Twenty rods to place of beginning containing one acre of land be the same more or less, being the land occupied by Martina Johnson and reserved by us in the sale of the balance of said North-half of lot number Twenty-one to Rowland Johnson and this indenture is given expressly to secure a portion of the purchase money of the above described land.

To have and to Hold the above-bargained premises, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. Provided always, and these presents are upon this express condition, that if the said Thomas C. Newell party of the first part, his heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid to the said party of the second part, his heirs, executors, administrators or assigns, the sum of Twenty-two Dollars and interest at ten per cent per annum till paid.

according to the condition of *A* certain *Note* bearing even date herewith, executed by *Thomas G. Merrill*
the said part *Y* of the first part, to the said part *Y* of the second part, as collateral security, then these presents and the said
Note shall cease and be null and void.

AND THE SAID *Thomas G. Merrill*
do further covenant and agree that *He* will pay all taxes and assessments of every nature that may be assessed on said
premises, previous to the day appointed, in pursuance of any law of the State for the sale of lands for taxes And also will
pay the sum of *Thirty* dollars as Solicitor's fees in case of foreclosure of this Mortgage
by reason of the non-performance of any of the conditions hereof by said part *Y* of the first part. + And in case of non-pay-
ment of said sum, or any part thereof, at the time or times above limited for the payment thereof, or in case of the non-payment of
any taxes that may be assessed on said premises, in manner aforesaid: then, and in either case it shall or may be lawful for the
said part *Y* of the second part, *His* heirs, executors, administrators or assigns, and the said part *Y* of the first part,
do hereby covenant and agree, and by these presents empower and authorize the said part *Y* of the second part *His*
heirs, executors, administrators or assigns, to grant, bargain, sell, release and convey the said premises with the appurtenances there-
unto belonging, at Public Auction, or Vendue; and on such sale, to make and execute to the purchaser or purchasers, his, her or
their heirs and assigns forever, good, ample and sufficient Deeds of Conveyance in the Law, pursuant to the Statute in such
case made and provided; and out of the moneys arising from such sale, to retain the principal and interest which shall then be due
on the said *Note* together with the costs and charges, and the sum of *Thirty* Dollars,
Solicitor's fees as aforesaid, rendering the surplus moneys, (if any there be,) to the said part *Y* of the first part *His*
heirs, executors, administrators or assigns, after deducting the costs of such vendue as aforesaid

IN WITNESS WHEREOF, The said part *Y* of the first part, have hereunto set *His* hand and seal the day and
year first above written.

Signed, Sealed and Delivered in presence of }

Samuel A. Johnson
A. Root

Thomas G. Merrill {SEAL.}
{SEAL.}

STATE OF WISCONSIN, }

County of *Henderson* }

Be it remembered, that on the *23^d* day of *April* A. D. 18*68*
personally came before me the above named *Thomas G. Merrill*
to me known to be the person who executed the foregoing Mortgage, and acknowledged the execution thereof to be *His*
free act and deed, for the uses and purposes therein mentioned.

Robert H. Merrill
Notary Public
Wisconsin

Thomas L. Havill
To
Gorence P. Howler
Mortgage
April 18th 1862

Registers Office
Calumet County

Received for Record
May 2nd 1863 at 9 A.M.
and Recorded in Book
I of Mortgages on Page

400 & 401

For

\$1.00

W. H. Dick

Register