

This Indenture, Made the Fourth day of February in the year of our Lord
 one thousand eight hundred and Fifty Nine between Samuel John Waffle Sen
 and John Waffle Jr Both of the town of Brother town
 County of Columbia and State of Wisconsin
 the said John Waffle Sen being party of the first part, and John Waffle Jr party of the
 second part,
 Witnesseth, That the said party of the first part, for and in consideration of the sum of One hundred
and sixty three dollars to him in hand paid, by the said party of the second part, the receipt whereof is hereby
 confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed, and confirmed, and by these
 presents does give, grant, bargain, sell, remise, release, alien, convey, and confirm, unto the said party of the second part, his
 heirs and assigns forever

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All that certain piece or parcel of Land situated
 Lying and being in the town of Brother town
 County of Columbia and State of Wisconsin and
 being the north half of Lot Number thirty six
 (36) Containing fifty acres be the same
 more or less also a part or parcel of
 the East end of Lot twenty five (25) in the
 town aforesaid, and adjoining the before
 described premises, bounded as follows
 to wit, Beginning at the North line of Lot

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To have and to hold the above-bargained premises, with the appurtenances, unto the said part 4 of the second part his heirs and assigns forever. Provided always, and these presents are upon this express condition, that if the said John Waffle See part 4 of the first part, his heirs, executors, administrators, or assigns, shall well and truly pay, or cause to be paid, to the said part 4 of the second part his heirs, executors, administrators, or assigns the sum of

One hundred and Sixty three dollars

according to the condition of a certain Note bearing even date herewith, executed by John Waffle See the said part 4 of the first part, to the said part 4 of the second part, as collateral security, then these presents, and the said Note shall cease and be null and void. And the said John Waffle See

does 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 of

according to the condition of a certain deed bearing even date herewith, executed by John Waffle Sen the said part 4 of the first part, to the said part 4 of the second part, as collateral security, then these presents, and the said Note shall cease and be null and void.

And the said John Waffle Sen do es 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 Fifty 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 4 of the first part. And in case of the non-payment 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 4 of the second part, his heirs, executors, administrators, or assigns, and the said part 4 of the first part, do es hereby covenant and agree, and by these presents empower and authorize the said part 4 of the second part, his heirs, executors, administrators, or assigns, to grant, bargain, sell, release, and convey the said premises, with the appurtenances thereunto 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 said sum of Fifty dollars, Solicitor's fees, as aforesaid; rendering the surplus moneys, if any there be, to the said part 4 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 4 of the first part, his hereunto set his hand and seal the 17 day and year above written.

Signed Sealed and Delivered in the presence of }

Wm D Ghoslin
L A Waffle

John Waffle Sen his
Mark
Rosaluna Waffle

STATE OF WISCONSIN, }
COUNTY OF Calumet } SS.

Be it Remembered, That on the 17 day of Feb A. D. 1887 personally came before me the above-named John Waffle Sen and Rosaluna Waffle his wife to me known to be the person who executed the foregoing mortgage, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Wm D Ghoslin
Justice of the Peace

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five hundred and Sixty three Dollars to him in hand paid, by the said party of the second part, the receipt whereof is proved and acknowledged, has given, granted, bargained, sold, remised, released, altered, conveyed, and confirmed, and intends to give, grant, bargain, sell, remise, release, alter, convey, and confirm, unto the said party of the second part, his heirs and assigns forever

All that certain piece or parcel of Land situated Lying and being in the town of Brotherlower County of Calumet and State of Wisconsin and being the North half of Lot Number thirty six (36) containing fifty acres be the same more or less also a part or parcel of the East End of Lot Twenty five (25) in the town aforesaid, and adjoining the before described premises, Bounded as follows to wit, Beginning at the North West Corner of Lot thirty six (36) running thence South on the West line of said lot fifty rods (50) thence West on subdivision line such a distance as by establishing a corner and running thence North fifty rods to the North line of said lot and thence East to the place of Beginning as shall contain Just ten Acres of Land

and the said sum of _____ of the first part, his heirs, executors, administrators, or assigns, after deducting any there be, to the said party of the second part, as aforesaid.

In Witness Whereof, the said party of the first part, has hereunto set his hand and seal the day and date first written.

Sealed and Delivered in the presence of

Wm D Ghoslin
L H Wiff

John X Waffle
Mark
Rosaluna Wiff

STATE OF WISCONSIN,
County of Calumet } ss.

Be it Remembered, That on the 4th day of the month of June A.D. 1857 personally came before me the above-named John Waffle and Rosaluna Waffle his wife to me known to be the person who executed the foregoing mortgage, and acknowledged the execution thereof for the uses and purposes therein mentioned.

Wm D Ghoslin
Justice of the Peace

John Waffle Sen.

To

John Waffle Jr.

Mortgage

John Waffle Jr.
Mortgage
Feb 11, 1859

Registers Office

Calumet County Wis

Rec'd for Record February 5th

1859 at 11⁵/₁₆ A. M &

Recorded in Book of

Mortgages on Pages 245 & 246

Wm Paulsen
Rec'r.
Fee 90cts
pd