

Thomas L. Havill
vs
Sorenz P. Howley
Mortgage
April 10, 1862

Registers Office
Calumet County
Received for Record
May 2^d 1863 at 9 A.M.
and Recorded in Book
I of Mortgages on Page
400 & 401.
Fus \$1.00
W. H. Dick
Register

This Indenture, Made the Fifteenth day of April in the year of our Lord one thousand eight hundred and Sixty-Six between Thomas G. Keever of the town of Brooktown, Calumet County, State of Wisconsin as party of the first part and Erasmus D. 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, lying and being in the town of Brooktown 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 subdivision 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 Howard 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 G. Keever 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. Keever the said party of the first part, to the said party 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. Keever 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 party of the first part. And in case of 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 party of the second part, His heirs, executors, administrators or assigns, and the said party of the first part, do — hereby covenant and agree, and by these presents empower and authorize the said party 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 sum of Thirty Dollars, Solicitor's fees as aforesaid, rendering the surplus moneys, (if any, there be,) to the said party of the first part. His heirs, executors, administrators or assigns, after deducting the costs of such vendue as aforesaid.

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

Signed, Sealed and Delivered in presence of

Erasmus D. Fowler
A. North

Thomas G. Keever (SEAL)
(SEAL)

STATE OF WISCONSIN,

County of Fond du Lac Be it remembered, that on the 23rd day of April A. D. 1866 personally came before me the above named Thomas G. Keever 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 Ruff
Notary Public
Wisconsin