

This Indenture made the ^{fourth} day of May in the year of our Lord one thousand eight hundred and forty five between Orsamus D. Fowler of Calumet County in the Territory of Wisconsin of the first part and Abigail Fowler of Manchester Calumet County and Territory aforesaid of the second part - Witnesseth. That the said party of the first ^{part} and in consideration of the sum of two hundred and fifty dollars to him in hand paid the receipt whereof is hereby acknowledged hath granted, bargained, sold, released, enfeoffed and confirmed: and by these presents doth grant, bargain, sell, release, enfeoff and confirm unto the said Abigail Fowler, party of the second part, in her actual possession now being, and to her heirs and assigns forever, all that certain tract or parcel of land known and described as the North half of lot number twenty nine being part and parcel of the lands granted to the Brothertown Indians and known as the Brothertown Reservation. The part of said Lot hereby conveyed containing fifty acres of land, according to the survey ^{thereof} returned to the General Land Office.

To have and to hold the above bargained premises to the said party of the second part, her heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever. Provided always, and these presents are upon this express condition - that if the said 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 her heirs executors, administrators or assigns

Dollars

The sum of two hundred and fifty and the interest thereon at the rate of Twelve per centum - on or before the first day of January anno Domini 1847 according to the condition of a certain promissory note bearing even date herewith executed by the said Orsamus D. Tower the said party of the first part to the party of the second part, as collateral security. Then these presents and the said promissory note shall cease and be null and void - and the said Orsamus D. Tower party of the first part, for his heirs, executors and administrators doth covenant, promise grant and agree to and with the said party of the second part his heirs executors, administrators and assigns to pay or cause to be paid the sum of two hundred and fifty dollars and interest at the rate of Twelve per centum at the time and in the manner above mentioned and limited for the payment thereof and in case of the nonpayment of the said sum of two hundred and fifty ^{dollars and} interest as aforesaid at the time limited for the payment thereof; then and in such case it shall and 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 doth 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 the appurtenances thereunto belonging at public auction or vendue; and on such sale to make and execute to the purchaser or purchasers, his, hers or their heirs and assigns forever, good, ample and sufficient deeds of conveyance in the law, pursuant to the statute in that case made and provided

rendering the surplus moneys, if any there be, to
the party of the first part, his heirs, executors adminis-
trators or assigns. after deducting the costs and char-
ges of such vendue and sale as aforesaid
I do witness whereof the said party of the first
part hath hereunto set ^{his} hand and seal
the day and year above written

Signed, sealed and
delivered in presence of

Orsamus D. Fowler

Isa. Grammon

James Simons

The condition of this obligation is such that if the above
bounden Orsamus D. Fowler his heirs executors administrators
do and shall well and truly pay or cause to be paid to
the said Abigail Fowler her ^{heirs} executors administrators
or assigns the full sum of Two hundred and fifty dollars
of lawful money aforesaid in manner following that
is to say the sum of one hundred dollars with the interest
before mentioned on the month of January 1846 and the
Residue with twelve per centum interest on the
first day of January in the year 1847 without fraud
or covin this obligation shall cease and be void otherw-
ise it shall remain in full force and virtue,
given under my hand and seal at Manchester aforesaid
this twenty fourth day of May 1845

Witness

Orsamus D. Fowler

Isa. Grammon

James Simons

Wisconsin Territory }
County of Calumet }

Be it Known that on the 19th
Day of July A.D. 1845- Personally came before
the undersigned one of the Justices of the Peace
in for said County Orsamus. S. Fowler and
acknowledged the within Indenture to be
his free Act and Deed for all the uses
and purposes therein expressed and desired the
same might be recorded as such according to
Law—

In Testimony Whereof I have hereto
set my hand the Day and Year ^{first} above written

Val. Gramond
Justice of the Peace

O. S. Fowler
Jr.
Attest

I Lewis J. Fowler
do hereby certify that
I received the within
assignment for
record on the 21st
day of August
A.D. 1845. at 15 minutes
past one o'clock —
O.S. and recorded
the same in Book
of mortgages
Pages 11, 18, 19, 20
Lewis J. Fowler
Register of Calumet
County Wisconsin
Dec 21-45

For Value received I promise To Pay Abigail's
Fowler on Barrer the sum of One Hundred Dollars in the
Month of January A.D. 1846 and also One Hundred
and Fifty Dollars on the First Day of January A.D.
1847 according To A certain Mortgage Bearing even
Date herewith

Witnessed at New York 24th - 1845

Orasmus D. Fowler

Feb 6th 1847

Interest due up to this date
is fifty dollars and ninety six cents
Recd on the within thirty five
dollars to apply on the interest
Manchester Feb 6th 1847 \$35.00

Recd on the within Forty
Five dollars and ninety six
cents
Manchester Feb 6th 1848

Recd on the within note
to ~~the~~ \$2000 September 4th 1849
twenty --- \$20,000

Received on the within Note
forty nine dollars & twenty eight
cents
Manchester April 23rd 1852 \$49.28

Received on the within Note twenty
seven dollars in full for interest
due up to the first of January 1st
1852 Manchester June 22nd 1852 \$27.00

Received on the within Note forty
nine dollars & thirty one cents for
interest due for the year 1852 & 1853
dated Manchester January 8th 1854

Received on the within Note thirty
dollars on the precept, and got
due on the precept two hundred &
twenty dollars up to this date
dated Manchester January 8th 1854