

This Indenture, Made the Fifth day of January
year of our Lord One Thousand Eight Hundred and Eighty nine between

Desdemona Fowler of the town of Brothertown Calumet County and State of Wisconsin party of
the first part and Franklin Phillips of the same place party of the second part

Witnesseth, That the said party of the first part, for and in consideration of the sum of Seventeen
Dollars to me in 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 Brothertown Calumet County and State
of Wisconsin known and described as follows to wit: Being part of Lot No nine [9] commencing
on the South bank of the Mill dike near the North west corner of Land now owned by Mary Jones
running from thence South along the west line of said Mary Jones land to the center of the Plymouth
road running to Lake Winabago thence west along the center of said road Twenty one [21] rods thence North
at right angles to the South bank of said Mill dike thence in an easterly direction along the South
bank of said Mill dike to place of beginning containing three acres of Land be the same more
or less

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 Scadamone Fowler party of the first part, her 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 seventeen dollars on or before the first day of December next with interest at seven per cent per annum

according to the condition of A certain Note bearing even date herewith, executed Scadamone Fowler 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 Scadamone Fowler does further covenant and agree that she 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 Twenty five 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 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 party of the second part his heirs, executors, administrators, or assigns, and the said party of the first part, does 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 said Note together with the costs and charges, and the said sum of Twenty five 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 her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Agnes L Fowler
W Ball

Scadamone Fowler Seal

STATE OF WISCONSIN,

COUNTY OF Calumet

ss.

Be it Remembered, That on the Fifth day of January

A. D. 1889 personally came before me the above named Scadamone Fowler to me known to be the person who executed the foregoing MORTGAGE, and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned.

Wm Ball
Notary Public
State of Wisconsin

MORTGAGE.

FROM

Desdemona Fowler

TO

Franklin Phillips

Pl. Lot. No 9 East.

Received for Record this 6th
day of March 1889, at 11³⁰
o'clock A. M. and Recorded

on folio Book of Mortgages,

vol. "2" on page 46⁰²

E. J. Mooney
Reg.

March Grantee
Arthur Love