

This Indenture, Made the First day of October in the year of our Lord one thousand eight hundred and Forty five between Lowell H. Waffle of the Town of Manchester County of Calumet and State of Wisconsin Party of the first Part and Laton Fowler of the same Town County and State afore said Party of second Part

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five Hundred Dollars to him in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed, and confirmed, and by these presents doth give, grant, bargain, sell, remise, release, alien, convey, and confirm, unto the said party of the second part, his heirs and assigns forever.

All that certain piece or part of Land situated lying asst. Being in the Town of Manchester aforesaid and being the North Half of Lot thirty six (36) according to a Plat and Survey of the Bothenstown Reservation in the State of Wisconsin as executed by J. W. Weatherston through under the direction of the Commissioners Elected pursuant to an act of Congress approved on the third Day of March A.D. 1839 Entitled an act for the relief of the Bothenstown Indians in the Territory of Wisconsin the said North Half of said Lot hereby intended to be conveyed and described containing fifty acres of Land more or less, also a part of the East End of Lot twenty five (25) according to a plat and Survey aforesaid adjoin the Before and first describe piece of Land Bounded as follows Being at the North West Corner of Lot thirty six (36) aforesaid and running thence south on the west line of said Lot thirty Rods & thence west on the subdivision line due to a distance of by establishing a corner and running thence North fifty Rods to the line of said Lot and thence east to the place of Beginning of said Lot thirty Rods.

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 Lowell H. Waffle 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 Five Hundred Dollar Two years from date with Interest at ten per cent yearly, and the Party of the second part further agrees to Except of any sum of money on this Indenture at any time the Party of the first may wish to pay

according to the condition of certain premises Note bearing even date herewith, executed by Lowell H. Waffle the said party of the first part to the said party of the second part

of the second part, as collateral security, then these presents, and the said Notes shall cease and be null and void.

And the said Lowell H. Maffle

do ~~the~~ 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 of 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 of of the second part, his heirs, executors, administrators, or assigns, and the said part of of the first part, do ~~the~~ hereby covenant and agree, and by these presents empower and authorize the said part of of the second part, his heirs, executors, administrators, or assigns, to grant, bargain, sell, release, and convey the said premises, with the appurtenance 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 Notes 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 of 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 of of the first part, hast thereunto set his hand and seal the day and year above written.

Signed Sealed and Delivered in the presence of

Samuel M. Crawford
J. Hammond

Lowell Maffle (Seal)

STATE OF WISCONSIN, }
COUNTY OF Calumet } SS.

Be it Remembered, That on the First day of October A. D. 1865 personally came before me the above-named Lowell H. Maffle 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.

James Hammond (Seal)
Notre Public for the State of Wisconsin

Received on the within Two Hundred dollars
June 28th 1856

Laton Fowler

Received on the within three dollars

July 21 1856

Laton Fowler

Know all men by these presents, That I Laton Fowler the Mortgagee within named, for and in consideration of the sum of Three Hundred and forty seven dollars, to me paid by Albert North of the County of Fond du Lac State of Wisconsin the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, and set over unto the said Albert North, his heirs, executors, administrators, and assigns, the within deed of mortgage, and all my right, title, and interest to the original debt for which the said mortgage was given, and all evidence thereof, and the rights and appurtenances to the same belonging.

To have and to hold, all and singular the premises, hereby granted, and assigned, or mentioned, or intended to be given to the said Albert North, his heirs and assigns, forever; subject nevertheless to the right and equity of redemption of the within named Powell H. Woffley, his heirs, in the same.

Witness my hand and Seal the 26th day of January 1857

Signed, sealed, and delivered in presence of

Laton Fowler (L.S.)

Benjamin Dick
John H. Hayes

State of Wisconsin

Fond du Lac County ss } Be it remembered that on this 26 day of January 1857, personally appeared before me a Justice of the Peace in and for said County, the above named Laton Fowler, who acknowledged the foregoing instrument to be his free and true act and deed.
I, _____ a Justice of the Peace, do hereby certify that the within named Laton Fowler is the person who executed the above instrument.

Lowell H. Waffle
to
Laton Fowler

Mortgage.

Office \$1,977 per.

252 R 2528.

Depts Office,
Calumet County.

Recd for record Cal. 252.

Dr. D. Waller, Dept.

John G. Hayes
Justice of Peace in and
for said County

Depts Office
Calumet Co., W.I.

The above Assignment
recd for record Feb. 12th,
A.D. 1857, at 9³⁴ A.M.,
and recorded in Book "C" of
Mortgages, page 253.

Dr. D. Waller Dept.

Recd \$1,40