

This Indenture, Made the Fifteenth day of September in the year of our Lord one thousand eight hundred and Sixty five between John Waffle and Rosalana his wife of the town of Brotherhood, County of Calumet and State of Wisconsin parties of the first part and Adeline Coffey 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 One Hundred and Fifty Dollars to us 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 her heirs and assigns Forever, All that certain piece or parcel of Land situate lying and being in the town of Brotherhood County of Calumet and State of Wisconsin and described as follows to wit: The North half of Lot numbered Thirty six (36) containing Fifty acres of Land more or less. Also a part of the North half of Lot No. Twenty five (25) bounded as follows to wit; commencing at the North West corner of aforesaid Lot Thirty six running thence South in the West line of said Lot Thirty six Fifty rods thence West Thirty two (32) rods thence North Fifty (50) rods to the North line of said Lot Twenty five thence East on said line thirty two rods to place of beginning containing Ten acres of Land

To have and to Hold the above-bargained premises, with the appurtenances, unto 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 John Waffle and Rosalana his wife party of the first part, their 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, the sum of One Hundred and Fifty Dollars with interest at ten per cent per annum to be paid quarterly on the Fifteenth day of September A.D. 1865

according to the condition of an certain note bearing even date herewith, executed by John Waffle and

according to the condition of certain bearing even date herewith, executed by the said part ies of the first part, to the said part ies of the second part, as collateral security, then these presents and the said shall cease and be null and void.

AND THE SAID John Waffle and Cora Lauer his wife do ies further covenant and agree that they 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 ies 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 part ies of the second part, his heirs, executors, administrators or assigns, and the said part ies of the first part, do ies hereby covenant and agree, and by these presents empower and authorize the said part ies 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 Fifty Dollars, Solicitor's fees as aforesaid, rendering the surplus moneys, (if any there be,) to the said part ies of the first part their heirs, executors, administrators or assigns, after deducting the costs of such vendue as aforesaid

IN WITNESS WHEREOF, The said part ies of the first part, have hereunto set their hand, and seal, the day and year first above written.

Signed, Sealed and Delivered in presence of

W. Ball

his
in the
State of Wisconsin

STATE OF WISCONSIN,

County of Columbia } ss. Be IT REMEMBERED, That on the September day of 1862 A. D. 18 62 personally came before me, the above named John Waffle and Cora Lauer 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.

Warren Ball
notary public
for Columbia County Wis.

Sam Waffle & wife
to
Adeline Coffin
Mortgage

Register Office }
Calicut - Canby }

Recd & Recorded Sept 17th
A.D. 1862 at 10 O'clock A.M.
in Book of Mortgage
Pages 148 & 149

F 90 cb } B F Waterman Reg
Paid } A W Hammond Dep't

{ mailed to Warren Ball
Brotherman