

MORTGAGE.

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This Indenture, Made the *Twentieth* day of *February* in the year of our Lord one thousand eight hundred and seventy *Eight*, Between *Nathan C. Dietz and Emma Dietz his wife of the town of Brotherton Calumet County and State of Wisconsin* Parties of the first part and *Whannoy Davis of Lincoln County and State of Wisconsin* Party of the second part

Witnesseth, That the said parties of the first part, for and in consideration of the sum of *Six Thousand* 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 *his* heirs and assigns forever, all that certain piece or parcel of land, situate, lying and being in the *Town* of *Brotherton* County of *Calumet* and State of Wisconsin, known and described as follows, to-wit:

Lot number Eight BT containing Eight and one half 1/2 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 the express condition, that if the said *Nathan C. Dietz & Emma Dietz* parties 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, *his* heirs, executors administrators or assigns, the sum of *Six Thousand Dollars* *Six years from date hereof with interest annually at ten per cent per annum*

part 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 Six Hundred Dollars Five years from date hereof with interest annually at ten per cent

according to the conditions of A certain Note bearing even date herewith, executed by Nathan C. Dick & Eunice Dick the said parties 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 Nathan C. Dick & Eunice Dick does 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 land 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 the 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 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 cases 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 cost and charges, and the 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 their heirs, executors, administrators and assigns, after deducting the cost of such Vendue as aforesaid.

IN WITNESS WHEREOF, the said parties 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

Franklin Phillips
W. Ball

Nathan C. Dick

(SEAL)

Eunice Dick

(SEAL)

STATE OF WISCONSIN,

County of Calumet } ss.
day of February

Be it remembered that on the 20th
A. D. 1878, personally came before me the above named

Nathan C. Dick and Eunice Dick
to me known to be the persons who executed the foregoing Mortgage, and acknowledged the same to be their
own free act and deed, for the uses and purposes therein mentioned.

Wm. Ball
Notary Public

Loss. Bm.

A. C.
MORTGAGE.

A. C. Dick *simp*
TO
Chauncey Davis

REGISTER'S OFFICE.

County of

Alameda

Received for Record

February 21st

A. D. 1878. at 1 o'clock P. M., and Re-

corded in Volume

"21"

of

Mortgages, on page

218.

Arthur Connelley

REGISTER.

