

JASTROCH & LABARGE, S.C.

A PROFESSIONAL SERVICE CORPORATION

ATTORNEYS AT LAW

P.O. BOX 1487

FREEDOM SQUARE

640 W. MORELAND BLVD.

WAUKESHA, WISCONSIN 53187-1487

PHONE 414-547-2611

TELECOPIER 414-547-6195

LEONARD A. JASTROCH
GERALD L. LABARGE

WILLIAM S. POCAN
RANDALL M. ARONSON
DAVID J. LISKO
VINCENT P. MEGNA
PAUL M. ERSPAMER
KAREN M. APPEL
THOMAS J. FLANAGAN
CHARLES W. KRAMER

ATTORNEY
KAREN M. APPEL

February 23, 1998

Mabel M. Finney
116 Waukesha Road
Eagle, WI 53119

**Re: Estate of Robert Herbert Finney
Probate Case No. 97-IN-0382
Our File No. 25 798(1)**

Dear Mrs. Finney:

Enclosed please find the original, recorded Personal Representative's Deed transferring the property in Eagle from the decedent's name to your name. Additionally enclosed is a copy of the Closing Certificate for Fiduciaries from the State of Wisconsin closing out the Estate of Robert Herbert Finney.

If you have any questions or concerns regarding this, please do not hesitate to contact me or my secretary, Joanne.

Sincerely,

JASTROCH & LaBARGE, S.C.



KAREN M. APPEL

KMA:jcn

Enclosures



CLOSING CERTIFICATE FOR FIDUCIARIES

Date of Issue: 1/28/98

NAME
ADDRESS

JASTROCH & LABARGE SC
KAREN M APPEL
PO BOX 1487
WAUKESHA

WI 53187

RECEIVED
PROBATE COURT
WAUKESHA COUNTY

| | | |
|------------------------------|---------------|-----------------------------------|
| Estate of: ROBERT FINNEY EST | Date of Death | Decedent's Social Security Number |
| | 5/20/97 | 391-12-2984 |
| County of | | WAUKESHA |

Based on the tax returns filed, as required by sec. 71.13(2), Wis. Stats., the taxes determined thereon have been paid for the trust or the decedent and the decedent's estate only. This does not release a surviving spouse from any tax liability determined due by the surviving spouse on joint tax returns of the decedent and surviving spouse. The issuance of this certificate does not preclude the department from auditing or adjusting the returns when circumstances warrant under sec. 71.17(3), Wis. Stats.

Gregg T. Frazier, Chief
Central Audit Section

6100504

2232278

STATE BAR OF WISCONSIN FORM 5 - 1982
PERSONAL REPRESENTATIVE'S DEED

2232278

DOCUMENT NO.

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS

97 JUL 25 AM 8:43
REEL 2479 IN 10021

John J. Jastroch
REGISTER OF DEEDS

Mabel M. Finney

as Personal Representative of the estate of
Robert Herbert Finney a/k/a Robert H. Finney

("Decedent"),

for a valuable consideration conveys, without warranty, to
Mabel M. Finney

Grantee,
the following described real estate in Waukesha County,
State of Wisconsin (hereinafter called the "Property"):

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Attorney Leonard A. Jastroch
Jastroch & LaBarge, S.C.
640 W. Moreland Blvd.
P.O. Box 1487
Waukesha, WI 53187-1487

EGLV 1814 009

PARCEL IDENTIFICATION NUMBER

Commencing at the Northwest Quarter of Section 22, Town 5 North, of
Range 17 East 71 links South 64.5 degrees West from a stake set North
25 degrees West and 1 chain north from the northeast corner of lot
Number 8 Block A, Wm J. Kline's Addition Plat of Eagle Center; thence
running South 64.5 degrees West 95 links; thence North 25 degrees West
90 links to Burr Oak Tree; thence North 64.5 degrees East 1 chain and
43.5 links; thence South 25 degrees East 2 chains and 47 links to the
place of beginning.

FEE
77.25 (11)
EXEMPT

Conveyance exempt from fee under Section 77.25(11) and exempt from return.

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated this 23RD day of July, 1997

(SEAL.)

*
Personal Representative

Mabel M. Finney (SEAL.)

* Mabel M. Finney,
Personal Representative

AUTHENTICATION

Signature(s) Mabel M. Finney

authenticated this 23RD day of July, 1997

Leonard A. Jastroch
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Jastroch & LaBarge, S.C.

by Attorney Leonard A. Jastroch
State Bar No. 1015760

(Signatures may be authenticated or acknowledged. Both are not
necessary.)

ACKNOWLEDGMENT

State of Wisconsin,

}
County. } ss.

Personally came before me this _____ day of
_____, 19____, the above named

to me known to be the person _____ who executed the foregoing
instrument and acknowledge the same.

*
Notary Public, _____ County, Wis.
My commission is permanent. (If not, state expiration date:
_____, 19____.)

* Names of persons signing in any capacity should be typed or printed below their signatures.

pd
10

VOL 306 PAGE 278

311482

Know all Men, That Robert H. Finney, a single and unmarried man,

mortgagor, of Eagle, Waukesha County, Wisconsin, hereby mortgage to State Bank of East Troy, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at East Troy Wisconsin, for the sum of forty five hundred no/100 (\$4500.00) Dollars, the following tract of land in Waukesha County, State of Wisconsin:

Commencing at the Northwest Quarter of Section 22, Township 5 North, of Range 17 East 71 links South 64.5 degrees West from a stake set North 25 degrees West and 1 chain north from the northeast corner of lot Number 8 Block A, Wm. J. Kline's Addition Plat of Eagle Center; thence running South 64.5 degrees West 95 links; thence North 25 degrees West 151 links; thence South 64. degrees West 80 links to the northwest corner of Harriet Henry lot; thence North 4 degrees West 90 links to Burr Oak Tree; thence North 64.5 degrees East 1 chain and 43.5 links; thence South 25 degrees East 2 chains and 47 links to the place of beginning.



This mortgage is given to secure payment to the said mortgagee, its successors and assigns, of all sums of money in which the said mortgagors, or either of them, are or is now indebted to said mortgagee, and also of such further sums of money as said mortgagee may hereafter advance to said mortgagors, or either of them, on security of this mortgage, or which may become owing by said mortgagors, or either of them, to said mortgagee during the continuance of this mortgage, with interest on said sums, and such further sums from the time the same shall be advanced or become owing, at the rate and payable at the time or times as shall be agreed by the parties, or as shall be specified in the promissory note or notes or other writings evidencing such indebtedness.

The mortgagor agree to pay all taxes and assessments of every kind, ordinary or extraordinary, which may be assessed or levied upon or against said described premises, or upon this mortgage, or the note thereby secured, or upon the mortgage interest in said premises created by this instrument.

The mortgagor agree to cause said premises to be assessed as unincumbered real estate (and so long as the indebtedness mentioned herein, or any part thereof remains, unpaid; to cause the building located upon said described premises to be insured in some solvent fire insurance companies selected by said mortgagee, its successors or assigns, in the sum of full insurable value Dollars,

and the policy or policies of insurance issued thereon made payable to and deposited with said mortgagee, its successors or assigns;) and in case of the non-performance of any of the agreements herein contained, by said mortgagor to be kept and performed, then it shall be lawful for said mortgagee, its successors or assigns, to expend any sum of money necessary to preserve the lien of said mortgagee upon said premises, in payment of taxes, (insurance money,) or otherwise, and said mortgagee, its successors or assigns, are hereby authorized in the event of the non-performance of any of the above agreements, to grant, bargain, sell and convey said real estate at public auction, and make all needful deeds of conveyance to the purchaser thereof, pursuant to the statute in such case made and provided, and out of the proceeds arising from said sale to reimburse itself for all costs, charges, taxes and insurance moneys, which it shall have expended in and about the preservation of said premises, or of any suit to foreclose this mortgage, together with a reasonable sum of money as solicitor's fees.

It is understood and agreed by the said mortgagor, that the agreements contained herein shall not be construed to in any wise abrogate or abridge any of the rights and remedies given to a mortgagee under section 233.08 of the Statutes of Wisconsin, and that this instrument shall have all of the force of an instrument drawn in the form set forth in said section.

In Witness Whereof, the said mortgagor has hereunto set his hand and seal this 11th day of March A. D. 1948.

Signed and Sealed in Presence of

Donald G. Voss
Donald G. Voss
Charles W. Price
Charles W. Price

Robert H. Finney (Seal)
Robert H. Finney (Seal)
(Seal)
(Seal)

State of Wisconsin, }
Walworth County. } ss.

Personally came before me, this 11th day of March A. D. 1948 the above named Robert H. Finney

to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Donald G. Voss
Donald G. Voss
Notary Public, Walworth County, Wis.

My Commission expires Jan. 29 A. D. 1950.



311482

No.

Robert H. Finney, a
single and unmarried
man,

To

State Bank of East Troy

Mortgage

REGISTER'S OFFICE,
WAUKESHA County,

State of Wisconsin,

received for Record this 17th day of

MARCH A. D. 1948.

at 8:35 o'clock P.M., and recorded in

Vol. 306 of Mortgages, on Page 278

Maria H. ...
Register of Deeds.

Deputy.

Deputy.

Pa 140, Pt. 30 p

STATE BANK OF EAST TROY
EAST TROY, WISCONSIN

Eagle, Wisconsin, January 29, 1948

TO THE OWNER OF THE PROPERTY HEREINAFTER DESCRIBED:

OFFER The undersigned Buyer, Robert Finney
hereby offers to purchase the property known as Seal Residence
DESCRIPTION in the Village of Eagle, County of Waukesha, Wisconsin, more particularly
described as:

PRICE having a frontage of about _____ feet, with a depth of about _____ feet, at the price
of Six thousand and no/100 Dollars (\$6000.00),
TERMS on the following terms and conditions: One thousand five hundred Dollars tendered herewith,
Mortgage new or old? and the balance, of Four thousand five hundred and no/100 Dollars,
(subject to, or assume?) as follows: when the deal is closed and Warranty Deed is given.
Land Contract? Interest rate? Maturities?

EXTRAS INCLUDED Strike those not included
Add others also
Included in the purchase price are the following items now on the premises, which will be delivered free and clear of
encumbrance: screen doors and windows; storm doors and windows; awnings; electric lighting fixtures, but not bulbs; window
shades, curtain rods and fixtures; bathroom accessory fixtures; stoker; oil burner; hot water heater; electric refrigerator;
electric range; carpeting in living room, dining room, hallways and stairs; linoleum cemented to floor; all shrubs and trees;

ADJUSTMENTS Taxes General taxes levied in the year 1948 shall be prorated at the time of closing on the basis of the general taxes for
the preceding year. (Caution:—If building has not been previously assessed, make special tax prorate agreement.)
Interest, prepaid insurance, and rents shall be prorated as of the date of closing.
Special Assessments Special assessments, if any, for work instituted or completed since the last general tax levy shall be paid by Buyer/Seller.

CONVEYANCE The Seller shall, upon payment of the purchase price, convey the property by good and sufficient Warranty Deed, free
and clear of all liens and encumbrances, excepting:
STRIKE THOSE NOT NECESSARY AND INCLUDE OTHERS AS CASE MAY BE
Rights of tenant
1—Municipal and Zoning Ordinances
2—Recorded Building Restrictions
3—Recorded Easement to Public Utilities and Air Rights
4—
5—
6—
7—

EVIDENCE OF TITLE The Seller shall furnish his choice of either:
1. A complete abstract of title made by an abstract company, extended to within twenty (20) days of the closing, said
abstract to show the Seller's title to be marketable and in the condition called for by this agreement, and to be delivered to
the Buyer for examination at least fifteen (15) days prior to the date set for the closing. The Buyer shall notify the Seller
in writing of any valid objection to the title within ten (10) days after the receipt of said abstract and the Seller shall then
have a reasonable time, but not exceeding ninety (90) days, within which to rectify the title (or furnish a title policy as
hereinafter provided) and in such case the time of closing shall be accordingly extended; or
2. An owner's policy of title insurance in the sum of \$_____, naming the Buyer as the assured, as his interest
may appear, written by a responsible title insurance company of Wisconsin, which policy shall guarantee the Seller's title
to be in the condition called for by this agreement. A commitment by such a Title Company, agreeing to issue such a title
policy upon the recording of the proper documents as agreed herein, shall be deemed sufficient performance.

LAND CONTRACT If this offer provides for a land contract, the same evidence of title shall be furnished prior to the execution of the land
contract and such land contract shall be in such form as will entitle it to be recorded in the office of the Register of Deeds.

POSSESSION Possession of premises shall be delivered to Buyer on Within 30 days or sooner
It is understood that no persons other than Owner are in possession of premises.

WHO RETAINS FUNDS? The sum of One thousand five hundred and no/100 Dollars (\$1500.00)
tendered as earnest money herein shall be retained as part payment on the purchase price if this offer is accepted on or before
January 31, 1948; otherwise, to be returned to the undersigned Buyer, and this offer shall become null and
void. It is understood and agreed that this offer shall not be withdrawn prior to 02 o'clock M., Jan. 31,
1948. If this offer is accepted, the transaction is to be closed at the office of _____

Charles W. Price, Eagle, Wis.
on _____, 19____, or at such other time and place as may be designated in writing
by the parties hereto.

All monies paid under this contract shall be retained by Charles W. Price
in a Customers' Trust Account, in State Bank of Genesee Dep't Bank,
in the Village of Eagle, Wis., until the termination of this agreement.

The State Bank of East Troy

a Corporation duly organized and existing under and by virtue of the laws of Wisconsin,
located at East Troy, Wisconsin, County of Walworth, State of Wisconsin, does hereby
certify that the Mortgage executed by Robert H. Finney, a single and unmarried man

to State Bank of East Troy

dated the 11th day of March, A. D., 19 48, and recorded in the office
of the Register of Deeds of Waukesha County, State of Wisconsin, on the 17th
day of March, A. D., 19 48, at 8:35 o'clock A. M., in Volume 306 of Mortgages,
on page 278, Document No. 311482, is fully paid and satisfied.

In Witness Whereof, the said State Bank of East Troy

has caused these presents to be signed by Charles P. Maier, its President and
countersigned by Claude C. Rohleder, its Ass't. Cashier, at East Troy,
Wisconsin, and its corporate seal to be hereunto affixed, this 28th day of October, A. D., 19 59.

Signed and sealed in presence of

Ann Maier
Ann Maier

William B. Wagner
William B. Wagner
STATE OF WISCONSIN,
Walworth County. } ss.

STATE BANK OF EAST TROY

Corporate Name

Charles P. Maier
Charles P. Maier
COUNTERSIGNED:

President

Claude C. Rohleder
Claude C. Rohleder

Ass't. Cashier

(AFFIX CORPORATE SEAL)

Personally came before me, this 28th day of October, A. D., 19 59,

Charles P. Maier President, and Claude C. Rohleder Ass't. Cashier,

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me
known to be such President and Ass't. Cashier of said Corporation, and acknowledged that they
executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

William B. Wagner
William B. Wagner

Notary Public, Walworth County, Wis.

My commission expires My Commission Expires Oct. 28, 1963

No. 511845

State Bank of East Troy

TO

Robert H. Finney, a single

and unmarried man

SATISFACTION OF MORTGAGE

This instrument should be immediately placed upon record to avoid future trouble and litigation.

REGISTER'S OFFICE,
STATE OF WISCONSIN,

WAUKESHA County.

Received for Record this 2nd day of

NOVEMBER A. D., 1959.

at 10:24 o'clock A. M., and recorded in

Vol. 660 of Mortgages on page 343

Marie L. Lattin
Register of Deeds

Deputy

STATE OF WISCONSIN
EAST TROY

Pe 100

✓✓

WISCONSIN

II 42-568



\$4500.00

East Troy, Wisconsin
March 11, 1948.

FOR VALUE RECEIVED, the undersigned promises to pay to the order of State Bank of East Troy, Wisconsin Banking Corporation, the principal sum of forty five hundred dollars (\$4500.00) with interest from date at the rate of four per centum (4%) per annum on the unpaid balance, until paid. Said principal and interest shall be payable at the office of State Bank of East Troy in East Troy, Wisconsin, or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in monthly installments of thirty three and 30/100 dollars (\$33.30), commencing on the first day of April, 1948, and continuing on the first day of each month thereafter, until this note is fully paid, except that, if no sooner paid, the final payment of the entire indebtedness evidenced hereby, shall be due and payable on the first day of March, 1963.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

If any deficiency in the payment of any installment under this note is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice, at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the payment of this note, and if the same is collected by an attorney at law, the undersigned hereby agrees to pay...

thereon.

The undersigned hereby waives presentment, protest, notice and the benefit of any valuation or appraisement laws of Wisconsin.

GIVEN UNDER MY HAND AND SEAL.

Robert W. Finney (SEAL)
Eagle, Wisconsin.

THIS IS TO CERTIFY that this is the note described in, and secured by, mortgage of even date herewith, and in the same principal amount as herein stated, and secured by real estate in the county of Waukesha, State of Wisconsin.

Dated this 11th day of March, 1948.

Donald J. Voss
Notary Public.

Due March 1, 1948
Int + Prin Monthly

HEMLOCK & HEMLOCK

Abstracts of Title
603 Grand Ave., Cor. South St.
WAUKESHA, WISCONSIN
Telephone 342-J

Abstract of Title

TO

The following described land situated in Waukesha County, Wisconsin:

Commencing on the North West Quarter (N.W. $\frac{1}{4}$) of Section Twenty-two (22), Township No. Five (5) North, Range No. Seventeen (17) East, 71 links south 64 $\frac{1}{2}$ degrees west from a stake set north 25 degrees west 1 chain from north east corner of Lot No. Eight (8), Block "A", Wm. J. Kline's Plat of Eagle Center, thence running south 64 $\frac{1}{2}$ degrees west 95 links; thence north 25 degrees west 151 links; thence south 64 degrees west 80 links to north west corner of Harriet Henry's lot; thence north 4 degrees west 90 links to burr oak tree; thence north 64 $\frac{1}{2}$ degrees east 1 chain 43 $\frac{1}{2}$ links; thence 25 degrees east 2 chains and 47 links to place of beginning.

**ABSTRACTS OF TITLE
TO ALL REAL ESTATE
IN WAUKESHA COUNTY**

Our Abstracts Show

**EVERYTHING OF WHICH
A PURCHASER OR MONEY LENDER
SHOULD BE APPRISED**

Original Entries and Grants.
United States and State Patents.
Deeds, Mortgages, Assignments and Releases.
Wills, Administration and Guardianship Proceedings.
Foreclosure Proceedings.
Partition of Lands.
Tax Sales.
Pending Suits and Litigation Affecting Real Estate.
Judgments, Attachments, Executions and Sales.
Mechanics' Liens.
Taxes.
Plots, Powers of Attorney, etc.

COMPLETE,
ACCURATE,
RELIABLE,
PROMPT,
COURTEOUS

Terms Cash

Abstract of Title

—TO—

**The Following Described Land in
Waukesha County, Wisconsin**

Pt Lots 9+10 Blk B.

Kline's Add to Eagle

Center + Pt E¹/₂ NW¹/₄

22-5-17

Hardy-Ryan Abstract Co.

ABSTRACTS OF TITLE

Real Estate, Loans and Insurance

WAUKESHA, WIS.

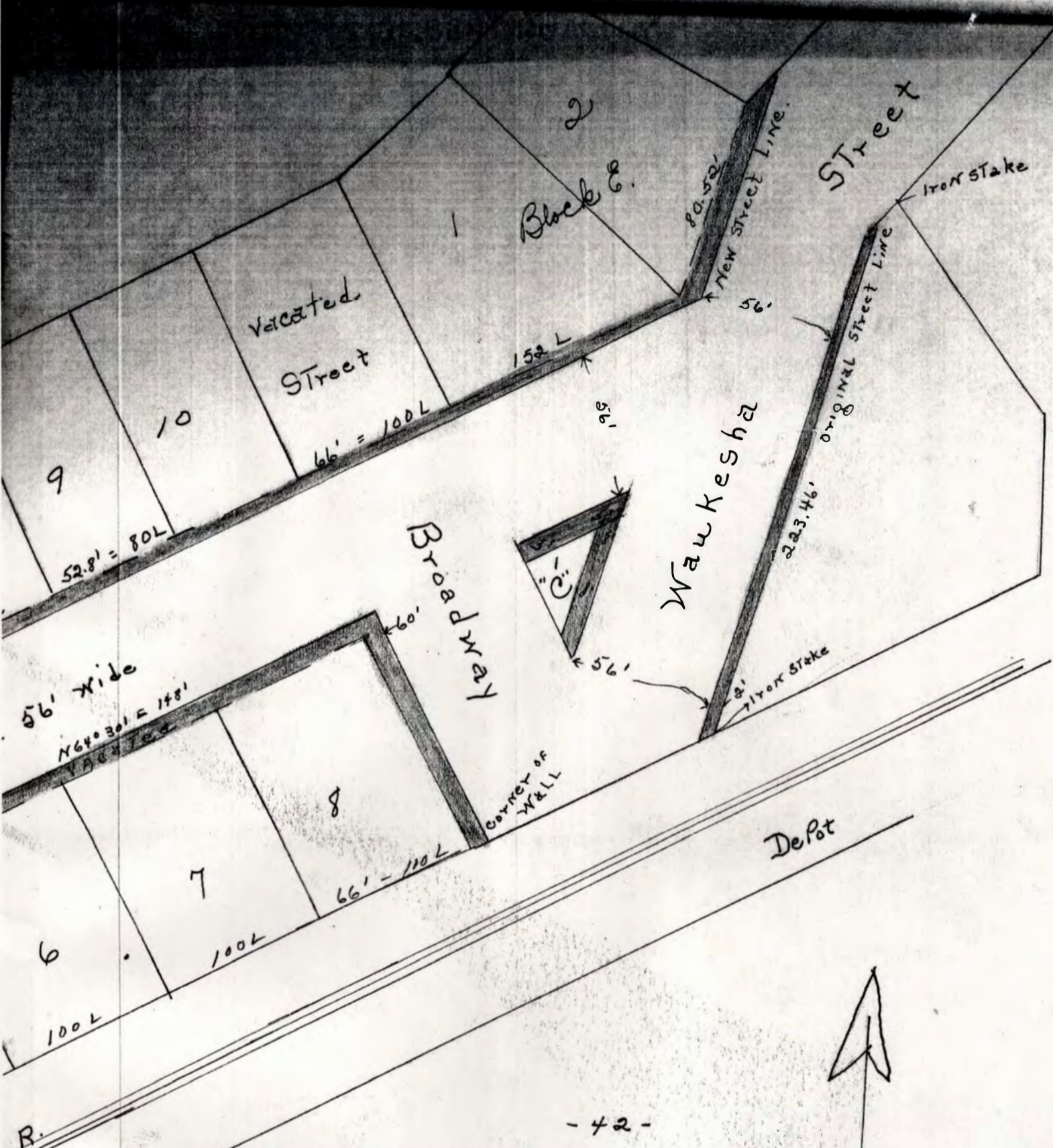


116 Waukesha Rd

April-May 1998



3-23-98



- 42 -

Plat of Broadway
 Waukesha Street
 and Railroad Street
 Village of Eagle

Portions to be vacated
 are colored red

Surveyed by -
 William Powrie
 Waukesha Wis
 July 19th 1912.





HEMLOCK & HEMLOCK

Abstracts of Title
805 N. Grand Ave., Cor. South Street
WAUKESHA, WISCONSIN

Telephone 342

-27-

Abstract of Title

TO

The following described land situated in Waukesha County, Wisconsin

Commencing at the North West quarter of Section (22) town (5) North of range (17) East, in the Village of Eagle, seventy one (71) links South, sixty four and one half ($64\frac{1}{2}$) degrees west from stake set North twenty-five (25) degrees west one (1) chain, from the North East corner of lot Number eight (8) in Block "A" Wm. J. Klines Plat of "Eagle Center"; thence running South sixty-four and one-half ($64\frac{1}{2}$) degrees west Ninety-five (95) links; thence North twenty-five (25) degrees west one hundred and fifty one (151) links; thence South sixty-four (64) degrees west eighty (80) links to the Northwest corner of the said lot eight (8) thence North four (4) degrees West Ninety (90) links to Burr Oak tree thence North sixty four and one half ($64\frac{1}{2}$) degrees East one (1) chain and forty three and one half ($43\frac{1}{2}$) links, thence South twenty-five (25) degrees East two (2) chains and forty-seven links (47) to the place of beginning, it is intended to convey the property known as the Howell homestead in the said quarter Section.

State of Wisconsin ↓
Waukesha County ↓

ss.

Hemlock and Hemlock hereby certify that they have carefully examined the records in the office of the Register of Deeds, Clerk of Courts, Probate Judge and County Clerk for Waukesha County, Wisconsin since date of entry of lands from Government and from such examination find:

1: No deeds, mortgages, or other instruments of conveyances, plats, sheriff's certificates, attachments or lis pendens, of record or on file in said county, affecting the title to the real estate described in the caption of this abstract, except as herein shown.

2: No unsatisfied judgments in the office of the Clerk of Courts docketed in said county within the last ten years against Nathaniel J. Hoswell, Lydia Hoswell, Ida Tanner, Elizabeth Wurster,

and find no mechanic's liens against the premises described in the caption of this abstract.

3: No suits at law or equity, special proceedings or probate proceedings affecting the title to the premises described in the caption hereof, except as herein shown.

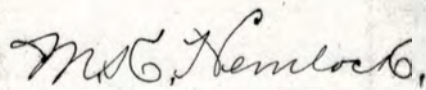
4: No unredeemed or uncanceled tax sales on said real estate for taxes for the years 1907 to 1917 both inclusive.

Dated Waukesha, Wisconsin, April 25, 1918 at 8:00 A.M.

Hemlock and Hemlock,
Abstracters.



Atty.



Mgr.

-2-

From the transcript of records in the General Land Office at Washington, D.C., it appears that Samos Parsons has made full payment for the East One-half of the North West Quarter of Section No. 22, Township No. 5, North of Range No. 17 East in the District of Lands subject to sale at Milwaukee, Wisconsin Territory, containing 80 acres, according to the official plat of the survey of said lands, returned to the General Land office by the Surveyor General which said tract has been purchased from the Government by Samos Parsons, Oct. 15, 1839, taking receivers Certificate No. 5821.

Tract Book, page 275.

Patented March 3, 1843.

-3-

Samos Parsons and wife
Sophronia Parsons.

to

David Benedict.

W.D. Consideration \$100.00
Conveys: The East One-half (E. $\frac{1}{2}$)
of the North West Quarter (N.W. $\frac{1}{4}$) of
Section 22, Town 5 North, Range 17
East.

Dated Nov. 7, 1840.

Ackd. Jan. 30, 1841.

Rec. Mar. 3, 1841 at 3:00 P.M.

Vol. A page 401.

-4-

David Benedict and
wife Eliza A. Benedict.

to

Samos Parsons.

Mortgage. Consideration \$200.00
Conveys: The E. $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of
Section 22-5-17 E., to secure the
payment of \$200.00.

Dated Dec. 29, 1845.

Ackd. Jan. 8, 1846.

Rec. July 6, 1846 at 4:30 P.M.

Vol. C page 444.

-5-

Samos Parsons

to

David Benedict.

Release of mortgage recorded in Vol.
C page 444.

Dated Aug. 8, 1846.

Ackd. Aug. 8, 1846.

Rec. Aug. 13, 1846 at 2:00 P.M.

Vol. A page 110.

-6-

David Benedict and
wife Eliza A. Benedict.

to

Daniel D. Carpenter.

W.D. Consideration \$1000.00

Conveys: The E. $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of
Section 22-5-17 E.

Dated Aug. 1, 1846.

Ackd. Aug. 1, 1846.

Rec. Aug. 13, 1846 at 2:00 P.M.

Vol. A page 339.

-7-

Daniel D. Carpenter and wife Emma Carpenter

to

Samos Parsons.

Mortgage. Consideration \$200.00
Conveys: The E. 1/2 of N.W. 1/4 of Section 22-5-17 East, to secure the payment of \$200.00.

Dated Aug. 8, 1846.

Ackd. Aug. 8, 1846.

Rec. Aug. 13, 1846 at 2:00 P.M.

Vol. A page 110.

-8-

Samos Parsons

to

D. D. Carpenter.

Release of mortgage recorded in Vol. A page 110.

Dated Aug. 30, 1852.

Ackd. Aug. 30, 1852.

Rec. June 30, 1864 at 10:15 A.M.

Vol. B page 109.

-9-

Daniel Carpenter and wife Emma E. Carpenter

to

Henry Thayer.

W.D. Consideration \$450.00

Conveys: The E. 1/2 of the N.W. 1/4 of Section 22-5-17 E.

Subject to mortgage given by said Carpenter and wife to Samos Parsons for \$200.00 with interest, the said party of the second part is to pay.

Dated Nov. 11, 1846.

Ackd. Nov. 11, 1846.

Rec. Nov. 16, 1846 at 10:45 A.M.

Vol. D page 618.

-10-

Henry C. Thayer

to

Wm. J. Kline.

Q.C.D. Consideration \$700.00

Conveys: The E. 1/2 of the N.W. 1/4 of Section 22-5-17.

Subject to mortgage given by Daniel D. Carpenter and wife to Samos Parsons of \$200.00 which with interest said party of second part agrees to pay.

Dated May 16, 1850.

Ackd. May 16, 1850.

Rec. May 20, 1850 at 11:00 A.M.

Vol. 6 page 264.

-11-

Wm. J. Kline and wife Susanna Kline

to

Milwaukee and Mississippi Rail Road Company.

W.D. Consideration \$1.00

Conveys: All that part of the E. 1/2 of the N.W. 1/4 of Section 22-5-17 E.

Commencing at the S.E. Corner of said tract and running thence west along the south line of said tract 1800 feet thence north 65 1/2 degrees east 880 feet to east line, thence south along said East line 366 feet to the place of beginning containing 3 and 36/100 acres.

Dated Aug. 27, 1851.

Ackd. Aug. 27, 1851.

Rec. Aug. 29, 1851 at 10:00 A.M.

Vol. 9 page 234.

-11-

-12-

Wm. J. Kline and wife
Susanna Kline.

to

Frederick Pfeiffers

W.D. Consideration \$100.00
Conveys: Lot No. 3, commencing 8 rods
35 links north of Henry Lampman's
N. E. Corner at stake running north
3 chains 51 links to stake; thence
west 2 chains 85 links to stake;
thence south 3 chains 51 links to
stake; thence east 2 chains 85 links
to the place of beginning containing
one acre.

Dated July 7, 1855.

Ackd. July 7, 1855.

Rec. Feb. 27, 1858 at 6:30 P.M.

Vol. 22 page 70.

-13-

Wm. J. Kline and wife
Susannah Kline.

to

Wm. LeFevre.

W.D. Consideration \$500.00
Conveys; Commencing at the S.W. Corner
of East $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of Section 22,
5-17 East; thence east on $\frac{1}{4}$ line
8 chains and 13 links to Milwaukee
and Mississippi Railroad north line
thence easterly along said road line
132 12 links; thence in a northeasterly
direction to S.W. Corner of Lot 3, in
Block "B" of Kline's Plat of Eagle

Center 305 links along the west side of said block 151 links;
thence north 5 chains 95 links to a stake; thence south on
 $\frac{1}{8}$ line 11 chains to place of beginning being a part of the
S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$, said Section 22-5-17, containing 10 acres more
or less.

Dated Jan. 17, 1859.

Ackd. Jan. 17, 1859.

Rec. Jan. 18, 1859 at 8:00 P.M.

Vol. 22 page 530.

-14-

Wm. LeFever

to

William J. Kline.

W.D. Consideration \$500.00
Conveys: Commencing at the $\frac{1}{8}$ stake
north of the N.W. $\frac{1}{4}$ of Section 22-5-17
thence south on $\frac{1}{8}$ line 29 chains
10 links East; thence west 5 chains
 $15\frac{1}{4}$ links; thence north and parallel
to the $\frac{1}{8}$ line 29 chains $15\frac{1}{4}$ links
to Section line; thence east 5 chains
 $15\frac{1}{4}$ links to place of beginning con-
taining 15 acres of land.

Dated Jan. 17, 1859.

Ackd. Jan. 17, 1859.

Rec. Jan. 18, 1859 at 8.00 A.M.

Vol. 23 page 272.

-15-

Wm. J. Kline and wife
Susanna Kline

to

Abby Orth.

W.D. Consideration \$75.00
Conveys: Commencing at a point where
the north line of Milwaukee and
Mississippi Rail Road intersects the
North $\frac{1}{4}$ line being 560 links north
of center of said section; thence
north on $\frac{1}{4}$ line 3 chains 5 links to
stake; thence south 41 degrees west
on south line of Waukesha Street as
described on Kline's Plat of Eagle
Center 132 links to north point of

Block "D" in said plat; thence along easterly sides of Block D to north side of Milwaukee and Mississippi Railroad thence easterly $15\frac{1}{2}$ links to the place of beginning.

Dated Oct. 2, 1860.

Ackd. Oct. 2, 1860.

Rec. Jan. 6, 1863 at 11:00 A.M.

Vol. 29 page 29.

-16-

Wm. J. Kline and wife
Susannah Kline

to

Bridget McCabe.

W.D.Consideration \$60.00

Conveys: Commencing at the N.W. corner of Lot 2, running along north line of Lot 2, East 2 chains and 85 links to center of highway leading from Eagle to Summit; thence along center of the highway north 4 rods 20 links to stone; thence west 2 chains 85 links to stake and stones; thence south 4 rods to place of beginning containing 60 rods of land.

Dated Sept. 2, 1865.

Ackd. Sept. 2, 1865.

Rec. Sept. 27, 1866 at 4:30 A.M.

Vol. 35 page 447.

-17-

Wm. J. Kline and wife
Susanna Kline

to

Wm. White.

W.D.Consideration \$2950.50

Conveys: Commencing at the north $\frac{1}{4}$ stake of Sec. 22, thence west 24 chains and 92 links to fence; thence south 24 chains to stake; thence east 22 chains 14 links to stake; thence north 2 chains 25 links; thence east 2 chains 182 links of road running from Eagle Center; thence north 21 chains 25 links to place of beginning containing 59 and $\frac{1}{100}$ acres.

Dated Apr. 9, 1869.

Ackd. Apr. 9, 1869.

Rec. Apr. 13, 1869 at 8:30 A.M.

Vol. 40 page 307.

-18-

Wm. J. Kline and wife
Susanna Kline. (Inst.
and Ack. Susannah)

to

Wm. LeFever.

W.D.Consideration \$3000.00

Conveys: Commencing at a point 4 rods north $25\frac{1}{2}$ degrees west of N.E. Corner of Lot No. 8, in W. J. Kline's Plat of Eagle Center; thence north $64\frac{1}{2}$ degrees east 100 links east; thence north $25\frac{1}{2}$ degrees west 1 chain and 25 link; thence north 52 degrees east 1 chain and $3\frac{1}{2}$ links; thence north 41 degrees west $34\frac{1}{2}$ links; thence north $45\frac{1}{2}$ degrees east 82 links; thence north 6 chains and 98 links thence west 22 chains 14 links; thence south 5 chains 5 links; thence east 14 chains and 22 links; thence south 5 chains 21 links; thence north 67 degrees east 4 chains and 78 links; thence south $25\frac{1}{2}$ degrees east 1 chain and 51 links; thence north $64\frac{1}{2}$ degrees east 1 chain and 60 links to place of beginning. Also the E. $\frac{1}{2}$ of Lot No. 7 Block B, W. J. Kline's Plat of Eagle Center containing 15 acres more or less.

Dated June 7, 1869.

Ackd. June 7, 1869.

Rec. June 8, 1869 at 5:30 P.M.

Vol. 40 page 419.

\$3.00 Stamps.

-19-

Wm. LeFever, does not
say married or single

to

W. J. Klein.

Mortgage. Consideration \$1500.00
Conveys: Premises described in
Entry No. 18, to secure the payment
of \$1500.00.

Dated June 7, 1869.

Ackd. June 7, 1869.

Rec. June 8, 1869 at 5:30 P.M.

Vol. 30 page 351.

\$1.50 Stamps.

-20-

Vol. 30 Mortgages.
page 351.

Wm. J. Kline,
(Inst. & Ack.).
Sig. Thomas J.
Kline.

to

Thomas McWilliams.

Assignment of mortgage record-
ed in Vol. 30 page 351.

Dated July 10, 1869.

Ackd. July 10, 1869.

Rec. July 14, 1869 at 8:00 A.M.

Vol. 31 page 32.

\$1.50 Stamps.

-21-

Thomas McWilliams

to

Wm. LeFever.

Release of mortgage recorded in Vol.
30 page 351, and assigned in Vol. 31
page 32.

Dated June 11, 1870.

Ackd. June 11, 1870.

Rec. Nov. 21, 1870 at 1:15 P.M.

Vol. 31 page 388.

-22-

William White

to

L. A. and H. J. Bradley.

W.D. Consideration \$7200.00

Conveys: Commencing at the North
stake of said Sec. 22, thence running
west 24 chains to stake; thence east
22 chains 14 links to stake; thence
north 2 chains and 75 links; thence
east 2 chains 88 links to center of
the road running north from Eagle
Center; thence north 21 chains and
25 links to the place of beginning
being 59 acres and 1/100 of an acre.

Dated Apr. 5, 1870.

Ackd. Apr. 5, 1870.

Rec. Apr. 5, 1870 at 3:00 P.M.

Vol. 42 page 328.

-23-

Wm. LeFevre, does not
say married or single

to

Nathaniel J. Hoswell.

W.D. Consideration \$300.00

Conveys: Commencing at a point 4 rods
north 25 degrees west of N.W. Corner
of Lot 8, in W. J. Kline's Plat of
Eagle Center; thence north 25 degrees
west 151 links; thence running north
81 degrees west 100 links; thence
south 64½ degrees west 30 links;
thence south 16½ degrees west 80
links; thence north 64½ degrees east
74 links; thence south 25 degrees
east 151 links; thence north 64½
east 83½ links to place of beginning.

Dated May 31, 1873.
Ackd. May 3, 1873.
Rec. Nov. 11, 1873 at 10:10 A.M.
Vol. 46 page 419.

-34-

William LeFevre, does
not say married or single

to

Nathaniel J. Hoswell.

W.D. Consideration \$500.00
Conveys: Commencing on N.W. $\frac{1}{4}$ of Sec.
22-5-17 E. 71 links south $64\frac{1}{2}$ degrees
west from a stake set north 25 de-
grees west 1 chain from N.E. Corner
of Lot No. 8, Block A, Wm. Kline's
Plat of Eagle Center, thence running
north $64\frac{1}{2}$ degrees west 95 links;
thence north 25 degrees west 151;
thence south 64 degrees west 80 links
to the N.W. corner of Harriet Henry's
lot; thence north 4 degrees west 90 links to bur oak tree;
thence north $64\frac{1}{2}$ degrees east 1 chain 43 $\frac{1}{2}$ links; thence south
25 degrees east 2 chains and 47 links to place of beginning.
Dated Sept. 7, 1881.
Ackd. Sept. 7, 1881.
Rec. Sept. 8, 1881 at 5:00 P.M.
Vol. 56 page 538.

"NOTE" Harriet Henry's lot described in Vol. 40 page 486 (Deeds),
as Lot No. 8, Block "B", Kline's Addition to Eagle Center.

-25-

Nathaniel J. Hoswell and
wife Lydia Hoswell

to

Wm. LeFevre.

Q.C.D. Consideration \$1.00
Conveys: Commencing at a point 4
rods north 25 degrees west of N.W.
corner of Lot No. 8, in W.J. Kline's
Plat of Eagle Center; thence running
north 25 degrees west 151 links;
thence north 81 degrees west 100
links; thence south $64\frac{1}{2}$ degrees west
30 links; thence south $16\frac{1}{2}$ west 80
links; thence north $64\frac{1}{2}$ degrees east 74 links; thence north
 $64\frac{1}{2}$ degrees east 83 $\frac{1}{2}$ links to place of beginning.
Dated Sept. 7, 1881.
Ackd. Sept. 7, 1881.
Rec. Sept. 8, 1881 at 6:00 P.M.
Vol. 52 page 505.

-26-

Nathaniel J. Hoswell and
wife Lydia Hoswell.

to

Ida Tanner and Elizabeth
Wurster.

W.D. Consideration \$1.00 and other
good and valuable considerations.
Conveys: Commencing on the N.W. $\frac{1}{4}$
of Sec. 22-5-17 E. 71 links south
 $64\frac{1}{2}$ degrees west from a stake set
north 25 degrees west 1 chain from
N.E. Corner of Lot 8, Block A, Wm.
J. Kline's Plat of Eagle Center,
thence running south $64\frac{1}{2}$ degrees
west 95 links; thence north 25 degrees
west 151 links; thence south 64 de-
grees west 80 links to N.W. Corner of
Harriet Henry's lot; thence north
4 degrees west 90 links to burr oak
tree; thence north $64\frac{1}{2}$ degrees east

1 chain 43 $\frac{1}{2}$ links; thence 25 degrees east 2 chains and 47 links to place of beginning.

This is intended to convey the property deeded to Nathaniel J. Hoswell by Wm. LeFevre and recorded in Vol. 56 page 538.

Dated Dec. 9, 1915.

Ackd. Nov. 10, 1915.

Rec. Apr. 5, 1918 at 2:30 P.M.

Vol. 155 page 535.

\$.50 Stamps.

-28-

Ida Tanner, of the City of
Milwaukee, Wisconsin, and
Elizabeth Wurster of Mazomanie,
Wisconsin,

to Doc.# 101410

Fred Kaiser

W.D. Consideration \$1.00 and
other good and valuable
consideration.

Conveys: The following described
Real Estate, situated in the
County of Waukesha, and State of
Wisconsin, to-wit: Commencing at
the North West Quarter of
Section (22) town (5) North of
range (17) East, in the Village

of Eagle, seventy one (71) links South, sixty four and one half
(64½) degrees west from stake set North twenty-five (25) degrees
west one (1) chain, from the North East corner of lot Number eight
(8) in Block "A" Wm. J. Klines Plat of "Eagle Center"; thence
running South sixty-four and one-half (64½) degrees west Ninety-five
(95) links; thence North twenty-five (25) degrees west one hundred
and fifty one (151) links; thence South sixty-four (64) degrees west
eighty (80) links to the Northwest corner of the said lot eight (8)
thence North four (4) degrees West Ninety (90) links to Burr
Oak tree thence North sixty four and one half (64-1/2) degrees East
one (1) chain and forty three and one half (43-1/2) links,
thence South twenty-five (25) degrees East two (2) chains and forty-
seven links (47) to the place of beginning, it is intended to
convey the property known as the Howell homestead in the said quarter
Section.

Dated April 26, 1918

Ackd. April 26, 1918

Rec. May 2, 1918 at 8:50 A.M.

Vol. 158, page 22

Stamps \$1.50

OFFICE OF THE CLERK OF THE COURT
WISCONSIN COUNTY COURT
1933

OFFICE OF THE CLERK OF THE COURT
WISCONSIN COUNTY COURT
1933

STATE OF WISCONSIN WAUKESHA COUNTY COUNTY COURT

In the Matter of the Estate

of

FRED KAISER, Sr., sometimes
Frederick Kaiser Sr. and
Fred Kaiser,

Jan. 19,
1933

The petition of Andrew Kaiser of Genesee Town and State of Wisconsin, verified and filed states that Fred Kaiser Sr. and sometimes written Fred Kaiser and Frederick Kaiser, died at Genesee, Wisconsin, on the 8 day of January A.D. 1933; that he was at the time of his decease an inhabitant of said County of Waukesha; that he left personal estate in said State to be administered amounting to about the value of \$7500.00 and real estate in all of the probable value of \$1500.00, the annual rents and profits of which, exclusive of the homestead, do not exceed none; that said deceased left him surviving as his next of kin and heirs at law the following named persons, to-wit:
Andrew Kaiser residing at Genesee, Wis. and being Son of deceased.
George Kaiser residing at Milwaukee and being Son of deceased;
Fred J. Kaiser residing at East Troy Wis. and being son of deceased;
All of full age and competent to act.
Petitioner further shows that said deceased died intestate and petitioner is Son of said deceased.
Wherefore petitioner prays that Letters of Administration of the estate of the said deceased may be granted unto your petitioner of Genesee Wis., according to law.

Notice of Hearing on Petition for Administration, Notice to Creditors and Hearing on Claims, filed.

Order for Hearing on Petition for Administration, Directing Notice to Creditors and Order for Hearing Claims, filed. It is ordered, That the said application be heard before said Court at a Special term thereof to be held at the Court House in the City of Waukesha, in said county, on the Third Tuesday of February, A.D. 1933, being the 21st day of said month, at 10 o'clock in the forenoon of said day, or as soon thereafter as the parties can be heard.

It is further ordered, That the time from the date hereof until and including the 30th day of June, A.D. 1933, be and the same is hereby fixed as the time within which all creditors of said Fred Kaiser, Sr., sometimes written Fred Kaiser and Frederick Kaiser, deceased, shall present their claims for examination and allowance, and that all claims and demands of all persons against the said Fred Kaiser, Sr., sometimes written Fred Kaiser and Frederick Kaiser, deceased, will be examined and adjusted before the Court at the Court House, in the City of Waukesha, in said County, at a Special term thereof appointed to be held on the First Tuesday of July, A.D. 1933, and all creditors are hereby notified thereof.

And it is further ordered, That notice of said hearings and the time in which to file claims be given to all persons interested in said estate by publishing a notice thereof for three weeks successively, previous to the time appointed for said hearing, in The Eagle Quill, a weekly newspaper printed and published in

in said county. Notice published as ordered commencing with the paper published January 27, 1933 and ending with the paper published February 10, 1933.

Mar. 14, Order Granting Administration and Directing Amount of Bond,
1 9 3 3 filed.

Administrator's Bond, filed.

Letters of Administration, filed. Andrew Kaiser, appointed as administrator.

Order Appointing Appraisers, filed.

July 7, Statement of Claims and Judgment Thereon, filed.
1 9 3 3 Claims allowed as presented.

July 14, Warrant of Appraisers and Inventory and Appraisal, filed.
1 9 3 3 Among the real estate therein appears: House and Lot in the Village of Eagle, Waukesha Co. Wis. as shown by Warranty Deed, Ida Tanner, Elizabeth Wurster to Fred Kaiser recorded in Vol. 158 of Deeds on Page 22, described as follows:
Commencing at the northwest quarter of Section 22, town five North of Range 17 East in the village of Eagle, 71 links south 64-1/2 degrees west from stake set north 25 degrees west 1 chain, from the northeast corner of lot No. 8 in Block A Wm. J. Klines Flat of Ragle Center, thence running south 64 1/2 degrees west 95 links thence north 25 degrees west 151 links, thence south 64 degrees west 80 links to the northwest corner of said lot eight, thence north 4 degrees west 90 links to Burr Oak tree thence north 64 1/2 degrees east 1 chain and 43 1/2 links thence south 25 degrees east 2 chains and 47 links to the place of beginning. It is intended to convey the property known as the Hoswell homestead in the said quarter section.

July 18, Waiver of Notice of Settlement of Final Account, filed.
1 9 3 3

Petition, Final Account and Order for Hearing, filed. On reading and filing the petition of Andrew Kaiser, Administrator of the estate of Fred Kaiser, Sr., sometimes written Fred Kaiser and Frederick Kaiser, deceased, representing that he has fully administered said estate and paid all the debts of said deceased, and the expense of administration, and praying that his account of his administration be examined and allowed, and that the residue of said estate be assigned according to law, and that the cash value of said estate be determined and the amount of inheritance tax or legacy tax be assessed, if any:
IT IS ORDERED, That said account be examined and that the inheritance tax or legacy tax be determined, if any, and that the said petition be heard before the said Court at the Court House in said county, on this 18th day of July A.D. 1933, forthwith and without notice, written waiver of notice of such hearing, signed by all the heirs-at-law of said deceased and persons interested in said estate and also by The Wisconsin Tax Commission and Public Administrator for Waukesha County, being now on file herein.

July 24, Order Allowing Final Account and Assigning Residue of Estate,
1 9 3 3 filed. (See in full next entry).

Inheritance Tax Papers, Income Tax Papers, filed.
Claims, filed.

Receipt of Andrew Kaiser, a son, Fred Kaiser a son, and George Kaiser, a son and heir at law of Fred Kaiser Sr., deceased for the sum of Twelve Hundred Eighty Nine & 23/100 Dollars in full of distributive share in said estate.

STATE OF WISCONSIN WAUKESHA COUNTY COUNTY COURT

In the Matter of the Estate

of

Fred Kaiser, Sr., sometimes written
Fred Kaiser and Frederick Kaiser,
Deceased.

At a Special term of said Court held in and for said county, begun on the Third Tuesday of July, A.D. 1933, and on the 24th day of July, A.D. 1933,

Present the Honorable David W. Agnew, County Judge.

The APPLICATION of Andrew Kaiser, Administrator of the Estate of said deceased for examination and allowance of his final account and the assignment of the residue of said estate to such other persons as are by law entitled thereto, coming on to be heard at this term; and it appearing by due proof filed in this Court, that due notice of the time and place of hearing said application has been waived in writing by all heirs-at-law of said deceased and persons interested in said estate, which said waiver is now on file herein and appearing on said hearing Andrew Kaiser, Administrator in person and by Jacobson & Malone, his attorneys, George Kaiser and Fred J. Kaiser in person. and it appearing that all debts, funeral charges, and expenses of administration have been paid and that the said Andrew Kaiser, Administrator, has fully administered said estate; the Court being now fully advised in the matter finds:

- 1- That the amount properly chargeable to said Administrator is - - - - - \$8761.48
 - 2- That the amount properly allowed and credited him is - - - - - -\$876.10
 - 3- That the residue in his hands for assignment is as follows:
 - Cash derived from rents and profits of real estate of deceased - - - -
 - Cash proceeds of personal property - - - - 3867.69
 - Goods, chattels, rights and credits remaining undisposed of 4017.69
- Total \$8761.48 \$8761.48

4- That said deceased died seized of the following described real estate, to-wit: Commencing at the northwest quarter of Section 22, town five North of Range 17 East in the village of Eagle, 71 links south 64 1/2 degrees west from stake set north 25 degrees west 1 chain, from the north-east corner of lot No. 8 in Block A. Wm. J. Klines plat of Eagle Center, thence running south 64 1/2 degrees west 95 links thence north 25 degrees west 151 links, thence south 64 degrees west 80 links to the northwest corner of said lot eight, thence north 4 degrees west 90 links to Burr Oak tree thence north 64 1/2 degrees east 1 chain and 43 1/2 links thence south 25 degrees east 2 chains and 47 links to the place of beginning. It

is intended to convey the property known as the Hogwell homestead in the said quarter section, situated in the village of Eagle, Waukesha County, Wisconsin.

5. That said deceased died testate and left him surviving as his heirs-at-law, Andrew Kaiser, son; George Kaiser, son; and Fred J. Kaiser, son.

6. That the State inheritance tax in the amount of Fifty Eight and 80/100 (\$58.80) Dollars has been paid; and that there is no Federal Inheritance tax due from said estate or from the heirs-at-law, that there is no Federal or State Income tax due from said estate.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, That the account of said Andrew Kaiser, Administrator, as stated as aforesaid be and the same is hereby allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Andrew Kaiser, Administrator, pay to George Kaiser the sum of Twelve Hundred Eighty Nine and 23/100 (\$1289.23) - - - - - Dollars; IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Andrew Kaiser, Administrator, pay to Fred J. Kaiser the sum of Twelve Hundred Eighty Nine and 23/100 (\$1289.23) Dollars; IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Andrew Kaiser, Administrator, Administrator, pay to Andrew Kaiser, the sum of Twelve Hundred Eighty Nine and 23/100 (\$1289.23) Dollars.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Fourth U.S. Liberty Loan Registered Bond No. 722891 in the principal amount of Fifty (\$50.00) Dollars be and the same is hereby assigned in equal shares to Andrew Kaiser, George Kaiser and Fred J. Kaiser.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the note given by Henry McGuire upon which there is due the sum of Thirty nine Hundred Sixty Seven and 69/100 (\$3967.69) Dollars together with interest at five per cent (5%) per annum on said sum from April 1st, 1932, and a Mortgage given by Henry McGuire to Fred Kaiser, which said mortgage is dated on April first, 1920 and recorded in the office of Register of Deeds of Waukesha County as Document No. 111058 in Volume 124 of Mortgages on page 50 on April 3rd, 1920, be and the same are hereby assigned in equal shares to Andrew Kaiser, George Kaiser and Fred J. Kaiser.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the real estate therein before described, and any other real estate, if any there be, whereof said deceased died seized, be and the same is hereby assigned in equal shares in fee to Andrew Kaiser, George Kaiser and Fred J. Kaiser.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That said estate be and the same is hereby settled; that said Andrew Kaiser be released and discharged from all further liability upon said estate and his bond as such Administrator herein be and stand cancelled, upon the filing in this Court of proper vouchers showing due payment to the parties entitled thereto of the aforesaid residue of said estate, pursuant to the judgment of distribution herein contained.

Certified copy of Order
Allowing Final Account and
Assigning Residue of Estate, in the
Matter of the Estate of Fred Kaiser,
Sr., sometimes written Fred Kaiser and
Frederick Kaiser, Deceased, filed in the
Office of the Register of Deeds in and for Waukesha County, Wisconsin
July 24, 1933 at 3:20 A.M.
Doc.# 191970
Vol. 247, page 193.

By the Court,
David W. Agnew,
County Judge.

UNPAID JUDGMENT

Judgment Debtor - - - - - Fred Kaiser
Judgment Creditor - - - - - State Bank of East Troy
No. # 9922
Transcript County Court
Walworth County.
Amount - - - - - \$2672.78
Entered - - - - - May 8, 1934
Filed - - - - - May 9, 1934 at 9 A.M.
Attorneys - - - - - Waller & Ruzicka.

Partial Release of Judgment filed June 11, 1937 (See instrument on file)
S. D. Connell, Clerk
Per:

The above judgment is released as to real estate described in Caption
of the following continuation, numbered 32.

Hemlock & Hemlock, Abstractors
Per D.

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

HEMLOCK & HEMLOCK hereby certify that they have carefully examined the records in the offices of Register of Deeds, Clerk of Courts, Probate Judge and County Clerk for Waukesha County, Wisconsin, since April 25, 1918 at 8:00 A.M. Last examination made by Hemlock & Hemlock Abstracters, and from such examination find:

1: No deeds, mortgages or other instruments of conveyance, plats, sheriff's certificates, attachments or lis pendens of record or on file in said county affecting the title to the real estate described in the caption of this continuation, except as herein shown.

2: No Federal Tax Liens in the office of the Register of Deeds, nor unsatisfied judgments in the office of the Clerk of Courts docketed in said county since the date of the last examination against Fred Kaiser, Andrew Kaiser, George Kaiser, Fred J. Kaiser,

(Except as herein shown)

and find no mechanic's liens against the premises described in the caption of this continuation.

3: No suits at law or equity, special proceedings or probate proceedings affecting the title to the real estate described in the caption hereof, except as herein shown.

4: That all instruments herein abstracted are executed, witnessed and acknowledged according to law, excepting as otherwise noted; that there are no defects in said title either of record or otherwise not shown in this abstract, of which the undersigned has knowledge.

5: No unredeemed or uncanceled tax sales on said real estate for taxes for the years 1927 to 1935 both inclusive

(Taxes assessed for years 1936 taxes paid. 1927 to 1932 as Lot 9 Kline's Addition, for the years 1933, as Lot 9 Original Plat, and for years 1936 as Lot 9 & 15 Original Plat, descriptions indefinite Dated at Waukesha, Wisconsin, April 12, 1937 at 8 o'clock A.M.

HEMLOCK & HEMLOCK, Abstracters.


Atty.


Hgr.

Abstract continued for : Henry Loibl.

HEMLOCK & HEMLOCK

Abstracts of Title

805 N. Grand Ave., Cor. South Street

WAUKESHA, WISCONSIN

Telephone 342

-32-

Abstract of Title

TO

The following described land situated in Waukesha County, Wisconsin

Commencing at the Northwest Quarter of Section 22, Township 5 North, of Range 17 East 71 links south 64.5 degrees west from a stake set north 25 degrees west and 1 chain north from the northeast corner of lot number 8 block A, Wm. J. Kline's Addition Plat of Eagle Center; thence running south 64.5 degrees west 95 links; thence north 25 degrees west 151 links; thence south 64 degrees west 80 links to the northwest corner of Harriet Henry lot; thence north 4 degrees west 90 links to Burr Oak Tree; thence north 64.5 degrees east 1 chain and 43.5 links; thence south 25 degrees east 2 chains and 47 links to the place of beginning.

Fred J. Kaiser (Jr.) and Marie Kaiser, husband and wife, Andrew Kaiser (widower) George Kaiser and Myrtle Kaiser, husband and wife,

to Doc. #214392

Joseph H. Roggendorf and Alice Roggendorf, husband and wife as joint tenants.

W. D. Consideration \$700.00
Conveys: The following described real estate situated in the County of Waukesha and State of Wisconsin, to-wit: known as the Hoswell homestead and the whole thereof. Commencing at the Northwest Quarter of Section 22, Township 5 North, of Range 17 East 71 links south 64.5 degrees west from a stake set north 25 degrees west and 1 chain north from the northeast corner of lot number 8 Block A Wm. J. Kline's Addition Plat of Eagle center;

thence running south 64.5 degrees west 95 links; thence north 25 degrees west 151 links; thence south 64 degrees west 80 links to the northwest corner of Harriet Henry lot; thence north 4 degrees west 90 links to Burr Oak Treet; thence north 64.5 degrees east 1 chain and 43.5 links; thence south 25 degrees east 2 chains and 47 links to the place of beginning.

It is intended to convey the house and lot known as the house and lot owned by the Hoswell family and conveyed to Fred Kaiser by deed dated April 26, 1918.

Dated April 7, 1937
Ackd. April 7, 1937
Rec. May 26, 1937 at 1:50 P.M.
Vol. 257, page 221.
Rev. Stamps \$1.00 cancelled.

Joseph Roggendorf and Alice Roggendorf, husband and wife as joint tenants,

to Doc. #214393

F. N. Miller and Elizabeth Miller, husband and wife.

Mortgage. Consideration \$610.00
Conveys: Same premises described at entry No. 33.

\$610.00 with interest according to the terms of one certain promissory note bearing even date herewith.

Dated May 20, 1937
Ackd. May 20, 1937
Rec. May 26, 1937 at 1:55 P.M.
Vol. 201, page 52.

OPEN OF RECORD.

Ret + 38

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

HEMLOCK & HEMLOCK hereby certify that they have carefully examined the records in the offices of Register of Deeds, Clerk of Courts, Probate Judge and County Clerk for Waukesha County, Wisconsin, since April 12, 1937 at 8 o'clock A.M. last examination made by Hemlock & Hemlock, Abstracters,

and from such examination find:

1: No deeds, mortgages or other instruments of conveyance, plats, sheriff's certificates, attachments or lis pendens of record or on file in said county affecting the title to the real estate described in the caption of this continuation, except as herein shown.

2: No Federal Tax Liens in the office of the Register of Deeds, nor unsatisfied judgments in the office of the Clerk of Courts docketed in said county since the date of the last examination against Fred J. Kaiser (Jr.), Marie Kaiser, Andrew Kaiser, George Kaiser and Myrtle Kaiser, nor in the last ten years against Joseph H. Roggendorf or Alice Roggendorf,

and find no mechanic's liens against the premises described in the caption of this continuation.

3: No suits at law or equity, special proceedings or probate proceedings affecting the title to the real estate described in the caption hereof, except as herein shown.

4: That all instruments herein abstracted are executed, witnessed and acknowledged according to law, excepting as otherwise noted; that there are no defects in said title either of record or otherwise not shown in this abstract, of which the undersigned has knowledge.

5: No unredeemed or uncanceled tax sales on said real estate for taxes for the years - - - to - - - both inclusive

Dated at Waukesha, Wisconsin,

June 11, 1937 at 8 o'clock A.M.

HEMLOCK & HEMLOCK, Abstracters.


Atty.


Mgr.

Abstract continued for Bank of Eagle - Mr. Loibl

Offices of

Waukesha County Title & Abstract Co.

Examination of title of record to the following real estate situated in the County of Waukesha and State of Wisconsin, as shown by the books of record in the County offices in said County, to wit:

Number 8967

-35-

Commencing at the Northwest Quarter of Section 22, Township 5 North, of Range 17 East 71 links south 64.5 degrees west from a stake set north 25 degrees west and 1 chain north from the northeast corner of lot number 8 block A, Wm. J. Kline's Addition Plat of Eagle Center; thence running south 64.5 degrees west 95 links; thence north 25 degrees west 151 links; thence south 64 degrees west 80 links to the northwest corner of Harriet Henry lot; thence north 4 degrees ^{East} west 90 links to Burr Oak Tree; thence north 64.5 degrees east 1 chain and 43.5 links; thence south 25 degrees east 2 chains and ⁴⁷57 links to the place of beginning.

-36-

Last examination made by HEMLOCK & HEMLOCK, Abstracters, under date of June 11, 1937 at 8 o'clock A. M. and hereto annexed.

:

United States of America by its
President and Secretary and Re-
corder of the General Land Office
to Doc. #246275
Samos Parsons

lands subject to sale at Milwaukee Wisconsin Territory
containg 80 acres.

PATENT Cert. #5921.
For the East half of the North-
west Quarter (NW $\frac{1}{4}$) of Section
Twenty-two (22) Township Five
(5) North of Range Seventeen
(17) East, in the district of

Dated March 3, 1843
Rec. December 24, 1941
Vol. 257 page 618

Frank N. Miller and Elizabeth
Miller, husband and wife,
to Doc. #235401
Joseph H. Roggendorf and Alice
Roggendorf husband and wife and
joint tenants

SATISFACTION of Mortgage re-
corded in Volume 201 page 52
as Document No. 214393.
Dated July 19, 1940
Ackd. July 19, 1940
Rec. September 6, 1940
Vol. 207 page 429

WAUKESHA COUNTY TITLE AND ABSTRACT COMPANY hereby certifies that the foregoing continuation no. 8967 consisting of 2 pages and containing 4 numbers, which is made for the use and benefit of any and all owners of the premises described in the caption hereof, their successors in title and mortgagees, is a correct continuation of the abstract of title to the land described in the caption hereof from the 11th day of June, 1937, at 8 o'clock A. M. to the date hereof showing:

(1) All instruments affecting the title to said premises, recorded or filed during said period in the office of the Register of Deeds of Waukesha County;

(2) All actions, special proceedings, mechanics' and maintenance lien claims, or probate proceedings, affecting the title to said premises filed during said period in the office of the Clerks of the Circuit and County Courts in Waukesha County, or in the office of the Register of Probate for said County, and all or subsequent proceedings affecting said premises in any action or matter noted in previous examinations;

(3) All unsatisfied judgments docketed in the offices of the Clerks of any of the above named Courts within the past ten years and all unsatisfied delinquent income tax warrants filed, against JOSEPH H. ROGGENDORF, ALICE ROGGENDORF, (MRS. JOSEPH H. ROGGENDORF);

(4) All uncanceled or unredeemed tax sales for the years 1937 to 1944 inclusive. Taxes for the year 1945 have been paid.

This examination does not include:

- (a) Taxes, general and special, for the year 19 --
- (b) Special assessments
- (c) Deferred payments for sewer and water main connections not shown on the tax roll.
- (d) Laws, Zoning and other Ordinances unrecorded, regulating and restricting the use of said premises.

Dated at Waukesha, Wisconsin,
this 28th day of August, 1946 at 8 o'clock A. M.

WAUKESHA COUNTY TITLE AND ABSTRACT COMPANY

By.....*John L. Schinger*.....
President

Member of the American Title Association
Member of the Wisconsin Title Association

For further protection, this certificate is insured with Lloyd's of London, England.

HARDY-RYAN ABSTRACT CO.

HARDY & RYAN BLDG.

Abstracts of Title, Real Estate, Loans and Insurance

WAUKESHA, WISCONSIN

ESTABLISHED 1891

CONTINUATION OF

ABSTRACT OF TITLE

TO

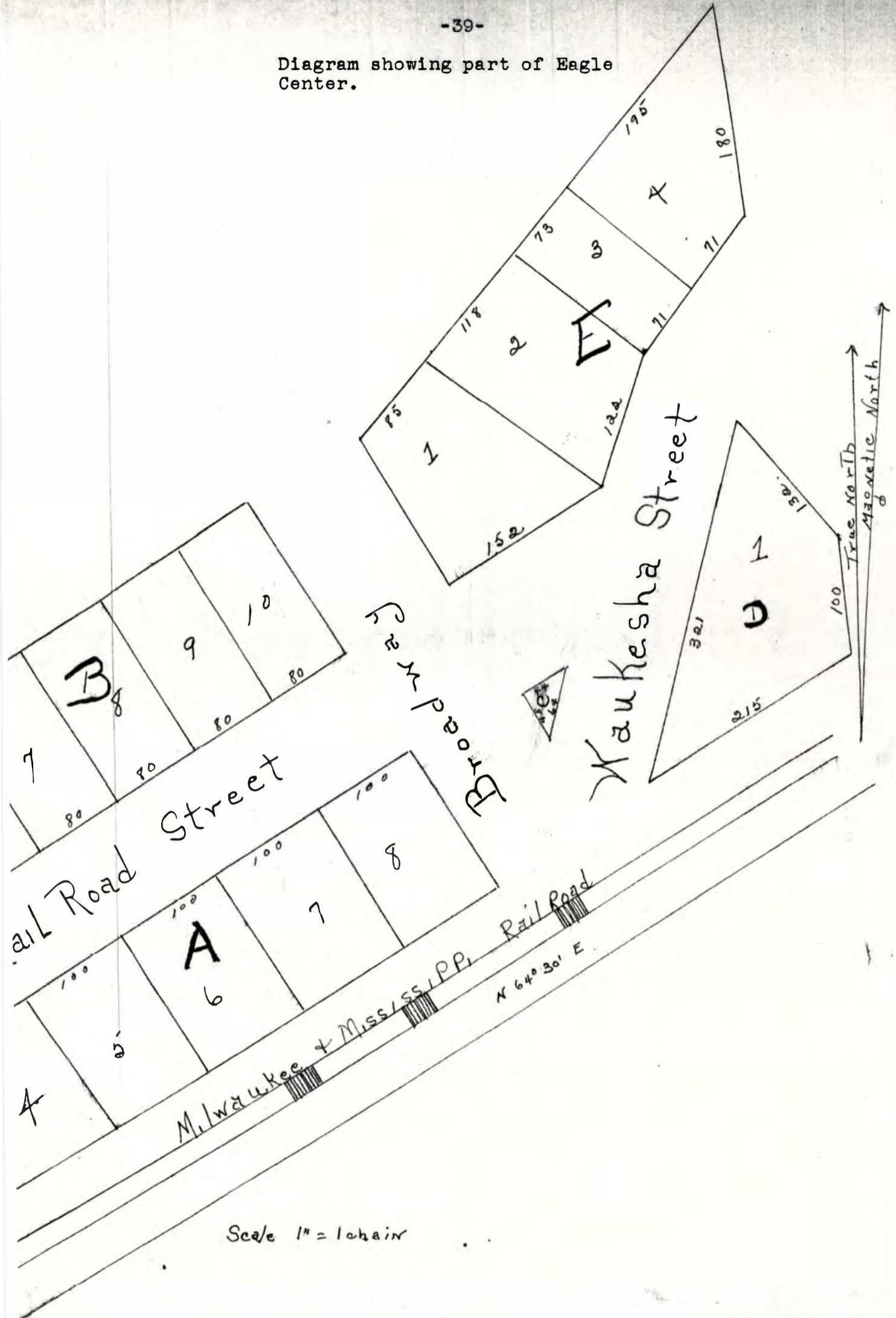
The following described land situated in the County of Waukesha and State of Wisconsin:

Part of Lots Nine (9) and Ten (10) in Block "B" of WM. J. KLINE'S ADDITION to the Plat of EAGLE CENTER, a recorded plat; also a part of the North West Quarter of Section 22, Township 5 North, Range 17 East described as follows: Commencing 71 links South 64.5 degrees west from a stake set North 25 degrees West and 1 chain north from the Northeast corner of Lot 8 Block A. of said Addition; thence running South 64.5 degrees West 95 links; thence north 25 degrees West 151 links; thence South 64 degrees west 80 links to the northwest corner of Harriet Henry Lot; thence north 4 degrees West 90 links to Burr Oak Tree; thence North 64.5 degrees east 1 chain and 43.5 links; thence south 25 degrees east 2 chains and 47 links to the place of beginning.

Also that portion of Railroad Street adjoining said premises as vacated by Order recorded in the office of the Register of Deeds, Waukesha Co. Wis. in Vol. 137 of Deeds on page 423 Doc. #81709.

-39-

Diagram showing part of Eagle Center.



STATE OF WISCONSIN

VILLAGE OF EAGLE

WAUKESHA COUNTY

In the Matter of the Application

Lis Pendens #2298

of

Dated

Feb. 21, 1913

Filed

Mar. 1, 1913

divers persons to vacate certain portions of Railroad Street, Broadway Street, and Waukesha Street, in the Village of Eagle, in the County of Waukesha, and State of Wisconsin

in the office of the Register of Deeds for Waukesha County, Wis.

NOTICE IS GIVEN that an application will be made and presented to the President and Board of Trustees of the Village of Eagle, in the County of Waukesha and State of Wisconsin, asking that certain portions of Railroad Street, Broadway Street and Waukesha Street, all public highways in said village of Eagle, be vacated under the provisions of Section 904 of the Statutes of Wisconsin, and that the undersigned are the applicants in said proceedings, and that the following is a description of the land to be affected thereby:

(Same premises described in Vacating Order).

(Signed: N. J. Hoswell et al)

STATE OF WISCONSIN

VILLAGE OF EAGLE

WAUKESHA COUNTY

In the Matter of the Application

of

VACATING ORDER

divers persons, to vacate certain portions of Railroad Street, Broadway Street, and Waukesha Street, in the Village of Eagle County of Waukesha, and State of Wisconsin

Whereas, an application in writing was made to the President and Board of Trustees of the Village of Eagle in said County on the 5th day of March, 1913, by George N. Henry, N. J. Hoswell, William Ihrig, G. H. James, Mrs. E. J. Whettan, St. Theresa's Congregation, by James A. Ritter, Vice President, Ed. Lins, Sr., Frank Seefeld and Augusta Seefeld, being all the owners of the frontage of lots and lands abutting upon that portion of Railroad Street, hereinafter described, and vacated by the terms of this order;

And Whereas, an application in writing was made to the President and Board of Trustees of the Village of Eagle, in said County on the 5th day of March, 1913, by William Ihrig, G. H. James, Frank Seefeld, and Augusta Seefeld, being all of the owners of the frontage of lots and lands abutting on said Broadway Street, hereinafter described and vacated by the terms of this order;

And Whereas, an application in writing was made to the President and Board of Trustees of the Village of Eagle, in said County on the 5th day of March, 1913, by Matt. Clohisy, Dan Clohisy, William Ihrig, John W.

Norton, Frank Seefeld, Augusta Seefeld, J. J. Lorge, F. V. Vonruedon, F. A. Rockteacher, Nate Whettam, Mrs. Nate Whettam, J. Beahlen, and Martin Cramer, being all of the owners of frontage of lots and lands abutting on that portion of Waukesha Street, hereinafter described, and more than one-half of the frontage of the lots and lands abutting upon that portion of the remainder of Waukesha Street above referred to, which lies within two thousand, six hundred and fifty (2,650) feet from the end of the portion of said Waukesha Street, hereinafter described, and vacated by the terms of this order;

And Whereas, the undersigned President and Board of Trustees of the said Village of Eagle, did on the 5th day of March, 1913, make out and signed a notice of the hearing of said applications, and fixed therein a time and place at which we would meet to decide upon said applications, and that in pursuance of said notices of hearing we did meet in Lins' Hall in the said Village of Eagle on the 29th day of March, 1913, at eight o'clock in the afternoon of said day, it being the time and place fixed by us in said notices, and having been satisfied by due proof that the notices aforesaid had been duly given not less than three weeks before the day fixed fixed for such hearing, by posting copies of said notices of hearing in three public places in the said village of Eagle, and by the publication of said notices in the Eagle Quill, a weekly newspaper printed and published in the said Village of Eagle, once a week for three successive weeks before the date set for said hearing.

And Whereas, it further appearing that the above named applicants have filed a notice of the pendency of said application in the office of the Register of Deeds of said County, on the first day of March, 1913 in Book Three (3) as required by Section 2187a of the Revised Statutes of Wisconsin.

Now, Therefore, we the undersigned President and Board of Trustees of the said Village of Eagle, pursuant to said application and acting together and constituting a majority of the said Board of Trustees, did on this 29th day of March 1913, and in compliance with said notices heretofore given, have proceeded to examine the above named streets and highways, and having heard reasons which were offered for or against vacating and discontinuing the same, did so acting together decide upon such applications, and deeming it necessary and proper in the interest of the public convenience and welfare did then and there determine to discontinue and vacate that portion of said streets and highway prayed and asked to be so discontinued and vacated in the applications herein referred to, and do now make the following orders in respect thereto.

IT IS ORDERED, that the applications heretofore filed on the 5th day of March, 1913, with the President and Board of Trustees of the said Village of Eagle, asking for the vacation and discontinuance of certain portions of Railroad Street, Broadway Street and Waukesha Street, in the said Village of Eagle, be and the same are hereby consolidated and validated as one proceeding or or application upon which this order is based.

IT IS FURTHER ORDERED AND DETERMINED, that that portion of Railroad Street, in the Village of Eagle, in the county of Waukesha, and State of Wisconsin, be and the same is hereby vacated and discontinued, described as follows, to-wit:

Commencing at a point 5 feet South of the South East corner of Lot One (1) Block "E", thence South 64 degrees and 30 minutes W. parallel with and five feet distant from the North line of said Railroad Street 522 feet to the Southeast corner of Lot Seven (7) thence South 60 degrees and 55 minutes West 170 feet to an angle, of said street; thence South 44 degrees and 15 minutes West 254 feet to the Northerly line of Jericho Street, all that part of said street lying North and West of this described line to be vacated. Also all that part of the South side of said street lying South of a line described as follows: Commencing at a point five (5) feet North of the North east corner of Block C; thence South 64 degrees and 30 minutes

West to a point 148 feet from the North East corner of Lot Eight (8) Block A; thence South 55 minutes, West 160 feet to an angle of said street; thence South 44 degrees and 15 minutes West 214 feet to the northerly line of Jericho Street, said Street to be 56 feet wide. All that part of the above described five (5) feet in width lying North of the North line of Lots Six (6) and seven (7) and Eight (8) of Block A; hereby vacated and from the North West corner of said lot Six (6) a new street is to be laid 56 feet in width to conform to the above described lines to its intersections with Jericho Street as shown on the accompanying plat and as the same is now traveled and has been used for a long time, and that the portion of said street hereby vacated and discontinued shall revert to and become a part of the land originally abutting upon that portion of said Railroad Street as originally laid out and platted.

::::::::::

IT IS FURTHER ORDERED AND DETERMINED, that a certified copy of this order, accompanied by a map showing the location of that portion of the above named streets hereby discontinued and vacated, be recorded in the office of the Register of Deeds, in and for the said county of Waukesha, as by the statutes in such case made and provided.

Made and signed by us at the village of Eagle, in the County of Waukesha and State of Wisconsin, this 29th day of March 1913.

Geo. F. Wilton
P. H. Richart
E. J. Whettam
J. W. Shearer
J. J. Agathen
Frank Kloppenburg

Board of Trustees of said Village of Eagle.

Approved this 29th day of March, 1913 by A. A. Belling, President of the Board of Trustees of said Village.

Countersigned: J. J. Lorge, Village Clerk.

A certified copy of the Foregoing Order was recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 15, 1913 in Volume 137 of Deeds, on page 423, as Document #81709.

OFFICE OF
HARDY-RYAN ABSTRACT CO.
HARDY & RYAN BLDG.

Abstracts of Title, Real Estate, Loans and Insurance

WAUKESHA, WISCONSIN

ESTABLISHED 1891

CONTINUATION OF

ABSTRACT OF TITLE

TO

The following described land situated in the County of Waukesha and State of Wisconsin:

Part of Lots Nine (9) and Ten (10) in Block "B" of WM.J. KLINE'S ADDITION to the Plat of Eagle Center, a recorded plat; also a part of the North West Quarter (NW $\frac{1}{4}$) of Section 22, Township 5 North, Range 17 East, described as follows: Commencing 71 links South 64.5 degrees West from a stake set North 25 degrees West and 1 chain north from the Northeast corner of Lot 8 Block A of said Addition; thence running South 64.5 degrees West 95 links; thence North 25 degrees West 151 links; thence South 64 degrees West 80 links to the Northwest corner of Harriet Henry Lot; thence North 4 degrees West 90 links to Burr Oak Tree; thence North 64.5 degrees East 1 chain and 43.5 links; thence South 25 degrees east 2 chains and 47 links to the place of beginning.

Also that portion of Railroad Street adjoining said premises as vacated by Order recorded in the office of the Register of Deeds, Waukesha County, Wisconsin in Vol. 137 of Deeds on page 423, as Document #81709.

Joseph H. Roggendorf and Alice
Roggendorf, his wife

to W. Deed
\$1.00 etc.

Vol. 419 Deeds, page 77
Document #292759

Clarence B. Seal and Mary Seal,
his wife

Dated Sept. 12, 1946
Recorded Sept. 14, 1946
Acknowledged Sept. 12, 1946

Commencing at the Northwest Quarter of Section 22, Township 5 North, of Range 17 East 71 links South 64.5 degrees West from a stake set North 25 degrees West and 1 chain north from the northeast corner of lot Number 8 Block A, Wm. J. Kline's Addition Plat of Eagle Center; thence running South 64.5 degrees West 95 links; thence North 25 degrees West 151 links; thence South 64 degrees West 80 links to the northwest corner of Harriet Henry lot; thence North 4 degrees West 90 links to Burr Oak Tree; thence North 64.5 degrees East 1 chain and 43.5 links; thence South 25 degrees East 2 chains and 57 links to the place of beginning.

\$5.50 stamps attached.

HARDY-RYAN ABSTRACT COMPANY hereby certifies that it has carefully examined the records in the offices of the Register of Deeds, Clerk of Courts, Probate Judge, County Treasurer and County Clerk for Waukesha County, Wisconsin, since August 28, 1946 at 8 A.M. and except as herein shown from such examination finds:

1st: No deeds, mortgages, or other instruments or conveyances, Plats, Sheriff's Certificates, Attachments, Lis Pendens, Old Age Assistance Liens, or Notices of Federal Tax Liens, of record or on file in said county, affecting the title to the real estate described in the Caption hereof from entry number 39 to entry number 43. All instruments are properly acknowledged except as otherwise noted.

2nd: No unsatisfied Judgments or Income Tax Warrants docketed in the office of the Clerk of County and Circuit Courts in said County since August 28, 1946 at 8 o'clock A.M. against Joseph H. Roggendorf - Alice Roggendorf (Mrs. Joseph H. Roggendorf) -- nor within the last ten years against CLARENCE B. SEAL - MARY SEAL (MRS. CLARENCE B. SEAL).

and find no Mechanic's liens against the premises described in the Caption of this Abstract.

3rd: No suits at law or equity, special proceedings or probate proceedings affecting the title to the premises described in the Caption of this Abstract.

4th: No unredeemed or uncanceled Tax Sales on said real estate for taxes for the years 1946 to - both-inclusive.

Taxes for the year 1946 are paid, 1947 not examined.

No examination made as to Street Improvement Taxes, the same not being on file in the County Offices.

Waukesha, Wisconsin, February 26, 1948 at 8 o'clock A.M.

HARDY-RYAN ABSTRACT COMPANY

By


Secretary.

Member of the American Title Association
Member of the Wisconsin Title Association



-44-

Clarence B. Seal and Mary Seal,
his wife

Vol. 462 Deeds, page 66
Document #311481

to W. Deed
\$1.00 etc.

Dated Mar. 11, 1948
Recorded Mar. 17, 1948
Acknowledged Mar. 11, 1948

Robert H. Finney

Commencing at the Northwest Quarter of Section 22, Township 5 North, of Range 17 East 71 links South 64.5 degrees West from a stake set north 25 degrees west and 1 chain north from the northeast corner of lot number 8 Block A, Wm. J. Kliné's Addition Plat of Eagle Center; thence running South 64.5 degrees West 95 links; thence North 25 degrees West 151 links; thence South 64 degrees West 80 links to the northwest corner of Harriet Henry lot; thence North 4 degrees west 90 links to Burr Oak Tree; thence North 64.5 degrees East 1 chain and 43.5 links; thence South 25 degrees East 2 chains and 47 links to the place of beginning.

\$6.60 stamps attached.

-45-

Robert H. Finney, a single and
unmarried man

Vol. 306 Mtgs. page 278
Document #311482

to Mortgage
\$4500.00

Dated Mar. 11, 1948
Recorded Mar. 17, 1948
8:35 A.M.
Acknowledged Mar. 11, 1948

State Bank of East Troy, a Wisconsin
Corporation

Same premises shown at entry No. 44.

This mortgage is given to secure payment to the said mortgagee, its successors and assigns, of all sums of money in which the said mortgagors or either of them, are or is now indebted to said mortgagee, and also of such further sums of money as said mortgagee may hereafter advance to said mortgagors, or either of them, on security of this mortgage, or which may become owing by said mortgagors, or either of them, to said mortgagee during the continuance of this mortgage, with interest on said sums, and such further sums from the time the same shall be advanced or become owing, at the rate and payable at the time or times as shall be agreed by the parties, or as shall be specified in the promissory note or notes or other writings evidencing such indebtedness.

OPEN OF RECORD

HARDY-RYAN ABSTRACT COMPANY hereby certifies that it has carefully examined the records in the offices of the Register of Deeds, Clerk of Courts, Probate Judge, County Treasurer and County Clerk for Waukesha County, Wisconsin, since February 26, 1948 at 8 o'clock A.M. and except as herein shown from such examination finds:

1st: No deeds, mortgages, or other instruments or conveyances, Plats, Sheriff's Certificates, Attachments, Lis Pendens, Old Age Assistance Liens, or Notices of Federal Tax Liens, of record or on file in said County, affecting the title to the real estate described in the Caption hereof from entry number 44 to entry number 45. All instruments are properly acknowledged except as otherwise noted.

2nd: No unsatisfied Judgments or Income Tax Warrants docketed in the office of the Clerk of County and Circuit Courts in said County since February 26, 1948 at 8:00 A.M. against Clarence B. Seal - Mary Seal (Mrs. Clarence B. Seal) -- nor within the last ten years against ROBERT H. FINNEY.

and find no Mechanic's liens against the premises described in the Caption of this Abstract.

3rd: No suits at law or equity, special proceedings or probate proceedings affecting the title to the premises described in the Caption of this Abstract.

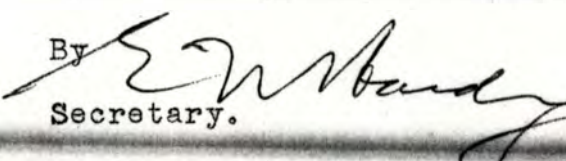
4th: ~~No-unredeemed-or-uncancelled-Tax-Sales-on-said-real-estate-for-taxes-for-the-years-~~ to ~~both-inclusive.~~

Taxes for the year 1947 are paid.

Waukesha, Wisconsin, June 5, 1948 at 8 o'clock A.M.

HARDY-RYAN ABSTRACT COMPANY

By


Secretary.



Member of the American Title Association
Member of the Wisconsin Title Association