

HEMLOCK & HEMLOCK

Abstracts of Title

805 Grand Ave., Cor. South Street

WAUKESHA, WISCONSIN

Telephone 342-J

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Abstract of Title

TO

The following described land situated in Waukesha County, Wisconsin:

The South West Quarter of Section Number 17, and the East one-half of the South East Quarter of Section 18, and the North half of the North West Quarter of Section 20, all in Township 5, North of Range 17 East, containing in all 320 acres, of land more or less.

Also: A strip of land two rods in width on the East side of the North West Quarter of Section 20, Town Five, North of Range 17 East.

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From the transcript of records in the General Land Office at Washington, D.C. it appears that Thomas W. Pittman, has made full payment for the East half of the South East Quarter of Section No. 18, Township No. Five, North, of Range No. 17, East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory, containing Eighty 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 Thomas W. Pittman, June 1, 1852. Warrant No. 13173.

"Note" See Patent at #37.

Tract Book, A, page 273.

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From the transcript of records in the General Land Office at Washington, D.C. it appears that Thomas W. Pittman, has made full payment for the South Half of the South West Quarter of Section Number 17, Township No. Five, North, Range No. 17, East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory containing Eighty 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 Thomas W. Pittman January 2, 1849. Warrant No. 20711.

See Patent at #7.

Tract Book, Page 273.

-4-

From the transcript of records in the General Land Office at Washington, D.C. it appears that Thomas W. Pittman, has made full payment for the North Half of the South West Quarter, of Section No. 17, Township No. Five, North of Range 17, East, in the District of Lands subject to sale at Milwaukee, Wisconsin, Territory, containing Eighty 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 Thomas W. Pittman, June 1, 1852. Warrant No. 13173.

"Note" See Patent at #17.

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From the transcript of records in the General Land Office at Washington, D.C. it appears that Ira S. Haseltine has made full payment for the South East Quarter of the North West Quarter, of Section No. Twenty, Township No. Five, North of Range No. 17, East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory containing Forty 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 Ira S. Haseltine, November 22, 1848. Warrant No. 22748.

"Note" See Patent at #38.

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From the transcript of records in the General Land Office at Washington, D.C. it appears that Thomas W. Pittman, has made full payment for the North Half of the North West Quarter of Section No. Twenty, Township No. Five, North, of Range No. 17 East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory containing Eighty 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 Thomas W. Pittman, January 2, 1849. Warrant No. 20711

See Patent # 7.

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United States, by
President Z. Taylor,
by Tho. Ewing Jr.
Sec'y. N. Sargent,
Recorder of General
Land Office

to

Thos. W. Pittman

PATENT for the South Half of the South West Quarter of Section 17-5-17, and the North Half of the North West Quarter of Section 20-5-17, East, in the District of Lands subject to sale, at Milwaukee Wisconsin containing 160 acres, according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General.

Dated June 1, 1850.

Red. May 14, 1858, at 5 P.M.

Vol. 23, page 17.

-8-

Ira S. Haseltine and
Augusta Haseltine, his wife

to

John Jost Vanriden

W.D. Consideration \$900.00
Conveys: The South East Quarter of the North West Quarter of Section 20-5-17 East, in the Milwaukee Land District, State of Wisconsin, according to the United States survey.

Dated September 1, 1851.

Ackd. September 1, 1851.

Rec. September 1, 1851, at 2:30 P.M.

Vol. 9, page 247.

-9-

John Van Readon and Elizabeth
Van Readon

to

Martin Van Readon

W.D. Consideration \$1.00

Conveys: All that certain piece or parcel of land being situated and lying in the Town of Eagle,

in the County of Waukesha, and State of Wisconsin, known and described as follows, to-wit: The South East Quarter of the North West Quarter of Section 20-5-17 East, in the Milwaukee Land District containing 40 acres of land according to the Government Survey.

Dated May 5, 1852.
Ackd. May 5, 1852.
Rec. July 5, 1852 at 10 A.M.
Vol. 11, page 90.

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Martyn Van Readon (signs:
Martin V Riiden)

to

Freidrich Breidenbach

W.D. Consideration \$100.00
Conveys: All that certain piece or parcel of land thus described to-wit: The South East Quarter of the North West Quarter of Section 20-5-17 East containing about forty acres, of land according to the Government Survey.
Dated November 20, 1852.
Ackd. November 20, 1852.
Rec. June 13, 1853 at 10 A.M.
Vol. 12, page 373.

-11-

Frederick Breidenbach
and Theresa Breidenbakh, his wife

to

Alfred Galpin

Mortgage Consideration \$200.00
Conveys: The South East Quarter of the North West Quarter of Section 20-5-17 E. and other lands.
Dated September 7, 1854.
Ackd. September 9, 1854.
Rec. November 8, 1854 at 9 A.M.
Vol. 11, page 325.

-12-

Alfred (signs Alf) Galpin

to

F. Braidenbach

Release of Mortgage recorded in Vol. 11, page 325.
Dated _____
Ackd. October 24, 1864.
Rec. November 3, 1864 at 8 A.M.
Vol. 24, page 115.

-13-

Thomas W. Pittman and
Sarah Pittman (signs
Sarah Jane Pittman)
his wife

to

Marvin H. Bovee

Mortgage Consideration \$800.00
Conveys: All the following
described pieces or parcels of
lands lying and being in the
Town of County and State aforesaid,
and described as follows, to-wit
The North Half of the North
West Quarter of Section 20. The
East half of the South East
Quarter of Section 28 and the
South West Quarter of Section 17-
5-17, containing 320 acres, more
or less.
Dated May 14, 1858.
Ackd. May 14, 1858.
Rec. May 19, 1858, at 9:30 A.M.
Vol. 18, page 144.

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Vol. 18, Mortgages
page 144

Marvin H. Bovee

to

Daniel K. Bull of
Orange County, State
of New York.

Assignment of Mortgage
recorded in Vol. 18,
page 144.
Consideration \$800.00
Dated May 15, 1858.
Ackd. May 15, 1858.
Rec. May 19, 1858, at 9:30
A.M.
Vol. 17, page 171.

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Vol. 18, Mortgages
page 144.

Daniel K. Bull
(signs D. Kerr Bull)

to

William White

Assignment of Mortgage
recorded in Vol. 18,
page 144, and assigned
in Vol. 17, page 171.
Consideration \$949.33
Dated December _____ 1862.
Ackd. December 13, 1862.
Rec. July 30, 1865, at
3:30 P.M.
Vol. 24, page 201.

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William White (signs
Wm. White)

to

Thos. W. Pittman

Release of Mortgage recorded in
Vol. 18, page 144, and assigned in
Vol. 17, page 171, and Vol. 24, page
201.
Dated January 30, 1865.
Ackd. January 30, 1865.
Rec. July 30, 1865 at 3:30 P. M.
Vol. 24, page 202.

Thomas W. Pittman and
Sarah Jane Pittman
his wife

to

John J. Pittman of the
City of New York.

Mortgage Consideration \$2000.00
Conveys: All the following described tracts or parcels of land lying and being in the Town of Eagle, County of Waukesha, and State of Wisconsin, and fully designated as follows, to-wit:
The south West Quarter of Section 17-5-17, E. also the North half of the North West Quarter of Section 20, same town

and Range, also the East Half of the South East Quarter of Section 18-5-17, and other lands, all being in the Town 5-17 East aforesaid, containing about 480 acres of land, according to the Government Survey.

Dated June 30, 1863.
Ackd. June 30, 1863.
Rec. July 1, 1863 at 10 A.M.
Vol. 23, page 382.

Lis Pendens filed,
June 15, 1883.

John J. Pittman

to

Thomas W. Pittman

Partial Release of the Mortgage recorded in Vol. 23, page 382.

Released the following lands. The South East Quarter of Section 21, in the Town of Eagle, being Town 5-17- East, in said County of Waukesha, from the mortgage recorded in Vol. 23, page 382.

Dated August 14, 1877.
Ackd. August 14, 1877.
Rec. August 14, 1877 at 1 P.M.
Vol. 41, page 372.

Frederick Bridenbach
(signs Freiderick Breidenbach)
and Hedwig Bridenbach, his wife
(signs Breidenbach)
to

Thomas W. Pittman

W.D. Consideration \$25.00
Conveys: All that certain piece or parcel of land situated and lying in the Town of Eagle, County of Waukesha, and State of Wisconsin, described as follows, to-wit:
A strip of land 3 rods wide on the East side of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 20-5-17 E. It being

intended to convey a strip of land 3 rods wide along the East side of the above described 40 acre lot, for a private road, and the said T.W. Pittman hereby agrees to build and keep in repair a suitable fence, on the West side of the said strip of land, to be used for a road.

Dated December 13, 1873.
Ackd. January 3, 1874.
Rec. February 3, 1874, at 11:30 A.M.
Vol. 46, page 596.

Last Will and Testament of Thomas W. Pittman, by the testimony of C.B. Bannister, one of the subscribing witnesses, there being no contest.

IN THE NAME OF GOD, AMEN!

I, Thomas W. Pittman, of the Town of Eagle, in the County of Waukesha, State of Wisconsin, a farmer by occupation, being of sound mind and memory and considering the uncertainty of this transitory life, I do make, ordain and publish this my last Will and Testament in manner and form following, that is to say:

First: I commit my soul into the hands of Almighty God my Creator, hoping through the merits of Jesus Christ, to obtain everlasting life,

Second: It is my will that all my just debts and funeral charges shall be paid and discharged by my executrix and executor hereinafter named as soon as conveniently may be after my decease.

Third: I do give and bequeath unto my loving wife Sarah J. Pittman, during the term of her natural life, the use, rents issues and profits of all my estate both real and personal as well for her own support as to enable her to assist and support of my children providing they should need it.

Fourth: Upon the decease of my said wife Sarah J. Pittman I give, devise, and bequeath all my estate real and personal unto my children, Matthias B. Pittman, Emily I, Elnora M. and Sarah J. Pittman, and to their heirs, executors, administrators and assigns forever, equally to be divided among them, share and share alike. And for the more easy and equal division of my estate I do hereby fully authorize and empower my Executor hereinafter named to sell and dispose of all my real estate for the most money that can had or gotten for the same and in due form of law to sign, seal, execute and deliver good and sufficient deeds of conveyance for the same to the purchaser or purchasers thereof he or their heirs or assigns forever in fee simple.

Fifth: In case any or either of my said children shall happen to die before a division of my estate shall be made, leaving lawful issue, then it is my will that said issue shall stand and be in the place and stead of his or her parents so dying and shall have and receive and take the part, share and portion of my estate real and personal, or the monies arising from the sale thereof to which such parents if living would have been entitled by virtue of this my will.

Sixth: I hereby nominate and appoint my said wife Sarah J. Pittman to be executrix and my son-in-law, Harvey Clemons of the Town of Eagle, Wisconsin to be executor of this my last will and testament, hereby utterly revoking and making void all former and other wills and testaments by me at any heretofore made, declaring these presents only to be and contain my last will and testament.

In Witness whereof I the said Thomas W. Pittman have hereunto set my hand and seal this eighteenth day of September Anno domini One Thousand Eight hundred and Eighty-two.

Thos. W. Pittman, (SEAL)

The above instrument consisting of three pages of legal cap paper was signed, published and declared by the said testator to be his will and testament, in the presence of us who have signed our names at his request, as witnesses in his presence, and in the presence of each other.

C.B. Bannister,	of the Town of Eagle
Anton Kalb	of the Town of Eagle
Wm. E. Hennessy	of the Town of Eagle.

Note: See Entry # 45.

STATE OF WISCONSIN ---- WAUKESHA COUNTY COURT.

In the Matter of the Estate

of

THOMAS W. PITTMAN, Deceased.

Oct. 14, The petition of Harvey Clemons verified and filed, states
1 8 8 2. that Thomas W. Pittman, at the time being an inhabitant of
Waukesha County, died at Eagle, on the 19th day of Sept. 1882
having made a last will and testament wherein Harvey Clemons
is named executor; that deceased left him personal estate of
about the value of five hundred dollars, and real estate of
about the value of six thousand dollars, and debts due and
unpaid; that deceased left him surviving a wife, (since
deceased) and three children, viz: Matthias B. Pittman, Elnora
M. Clemons and Sarah I. McWilliams all of full age, and
two grand children viz: William P. Wallace and Linnis P.
Wallace, minor heirs of a deceased daughter Emma J. Wallace.

Petitioner presents said will and prays that it be proved
and admitted to probate, and Letters granted thereon according
to law.

Petition set for hearing on the second Tuesday of November,
1882, and notice ordered to be published in the Waukesha
Freeman, a newspaper printed and published in said county,
once in each week for three successive weeks prior to said
hearing.

Notice of hearing published as ordered, commencing Oct. 19,
1882 and ending Nov. 9, 1882.

Order entered appointing D. H. Sumner, Guardian ad litem
of William Wallace and Limie Wallace minors, and consent
of said D. H. Sumner, to act in such capacity, filed.

Nov. 14, Will admitted to probate, and Letters Testamentary granted
1 8 8 2. to Harvey Clemons, affidavit of executor filed.
Official bond and oath filed; Order entered appointing
appraisers and warrant to appraisers issued; order also
entered limiting creditors to six months from date of order
to present claims against said estate, and directing that
within fifteen days from date of said order, notice of the
time and place at which said claims may be presented and of
the time limited for creditors to present their claims, be
given by publishing the same for four successive weeks, once
in each week, in the Waukesha Freeman, a newspaper printed
and published in said county.
Claims to be heard on the third Tuesday of May 1883.

Notice to creditors published as ordered, commencing Nov. 23,
1882 and ending Dec. 21, 1882.

Petition for license to sell personal property, filed.

Order entered granted license to sell personal property.

Nov. 18, Inventory and appraisla filed. The real estate included
1 8 8 2. therein being: Fifty acres in the south part of the E. $\frac{1}{2}$ of
the S.W. $\frac{1}{4}$ of Section 22-5-17. The S.W. $\frac{1}{4}$ of Section No. 17,
E. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ Sec. No. 18, and N. $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of Section 20-5-17.

Dec. 2, Report of sale of personal property filed.
1 8 8 2.

May 29, Decision on claims rendered. Claims presented and allowed
1 8 8 3. in the sum of \$246.41, in favor of diverse persons.

May 24, Petition of executor filed, representing among other things
1 8 8 4. that he has fully administered the said estate, and praying
that a time and place be fixed for examining and allowing the
account of his administration and assigning the residue of
the estate, according to law.

Petition set for hearing on the fourth Tuesday of June, 1884
and notice ordered to be published in the Waukesha Freeman,
a newspaper printed and published in said county, once in
each week for three successive weeks, prior to said hearing.

Notice of hearing published as ordered, commencing May 29,
1884 and ending June 19, 1884.

Order entered allowing final account and assigning residue
of estate.

(See in full, next entry).

Certificate of transcript filed.

Receipts filed.

5: That said deceased left him surviving his widow Sarah J. Pittman, (Now deceased), and three children viz: Matthias B. Pittman, Elnora M. Clemons, and Sarah J. McWilliams, all of full age and two grand children, viz: William P. Wallace, and Lumie P. Wallace, minor heirs of a deceased daughter Emma J. Wallace,

NOW THEREFORE, IT IS ORDERED ADJUDGED AND DECREED, that the account of Harvey Clemons as stated as aforesaid be and the same is hereby allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the residue in the hands of said Executor, viz: the sum of Fourteen Hundred and two dollars and Twenty-six cents, be and the same is hereby distributed as follows:

To Matthias B. Pittman, Elenora M. Clemons and Sarah J. McWilliams, to each of them the sum of Three Hundred and fifty dollars and sixty-nine cents (\$350.69) being $\frac{1}{4}$ thereof.

To William P. Wallace, and Luinie P. Wallace, minor heirs of a daughter, Emma J. Wallace, to each of them the sum of One Hundred and Seventy-five dollars and thirty-four and one-half cents.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the real estate before described be and the same is hereby assigned to Matthias B. Pittman, Elenora M. Clemons and Sarah J. McWilliams, to each an undivided one-fourth part thereof, and to William P. Wallace and Luinie P. Wallace, minor heirs of a daughter of said deceased viz: Emma J. Wallace, an undivided one-fourth thereof.

AND IT IS FURTHER ORDERED ADJUDGED AND DECREED that upon filing proper receipts from all said legatees for their distributive shares of said estate, said estate be and the same is hereby settled; that said Harvey Clemons, be released and discharged from all further liability upon said estate; and that his bond as such executor herein be and is cancelled.

By the Court,

Frank H. Putney,

County Judge.

Note: See Entry # 45.

STATE OF WISCONSIN. . . . WAUKESHA COUNTY. . . . CIRCUIT COURT.

JOHN I. PITTMAN,
Plaintiff

-vs-

HARVEY CLEMONS, as the Executor of
the last Will and Testament of Thomas
W. Pittman, deceased; Elnora Clemons,
Matthias B. Pittman; Sarah J. McWilliams;
William Wallace; Linnie Wallace;
Harvey Clemons and John Hall,

Defendants.

June 14,
1883.

Verified Complaint and Summons filed, with affidavit of service attached thereto.

Complaint recites that on or about June 30, 1863 Thomas W. Pittman made and executed and delivered to the said John I. Pittman one promissory note in the sum of \$2000.00 with annual interest at the rate of seven per cent; that to secure the payment of the principal and interest mentioned in said promissory note the said Thos. W. Pittman and Sarah J., his wife, executed under their hands and seals a mortgage bearing even date herewith, whereby they mortgaged the following described premises, lying and being in the County of Waukesha, Town of Eagle, as follows: The South West Quarter of Section No. 17-7-17 East; also the North $\frac{1}{2}$ of the North West Quarter of Section No. 20, same Town and Range; also the East $\frac{1}{2}$ of the South East Quarter of Section No. 18; also the South East Quarter of Section No. 21, all being in Town Five (5) Range Seventeen (17) East aforesaid, containing in all Four Hundred Eighty (480) acres of land according to Government survey; which said mortgage was duly recorded in the Office of Register of Deeds for Waukesha County, Wisconsin, Vol. 23 of Mortgages, page 382, July 1, 1863.

Plaintiff further shows that Thos. W. Pittman died, testate, at the town of Eagle in said County September 19, 1882, and that the said defendant Harvey Clemons of said town of Eagle was duly appointed by the County Court as executor of the last will and testament of said deceased, November 14, 1882.

That the defendants William Wallace and Linnie Wallace are minors aged respectively twelve and nine years; that the said Thos. W. Pittman, deceased, his heirs, executors and assigns have failed to comply with the terms of the said promissory note and the conditions of the said mortgage.

Plaintiff further shows that there is now due and unpaid to the said plaintiff upon the said promissory note and mortgage the sum of \$2000.00 with interest at 7% from the 30th day of June 1863.

Plaintiff further shows that Elnora Clemons, Matthias B. Pittman-Sarah J. McWilliams, William Wallace, Linnie Wallace, Harvey Clemons and John Hall have or claim to have some interest in or lien upon the said mortgaged premises, or some part thereof, which interest or lien, if any, has accrued subsequently to the lien of said mortgage and subject thereto; and the plaintiff further shows that no proceedings have been had at law or otherwise for the recovery of the sum secured by said promissory note and mortgage or any part thereof, and that no part thereof has been paid or collected; plaintiff demands judgment against said defendants.

June 14,
1883. Notice of Lis Pendens filed. Number 985.

Aug. 8,
1883. Original note and Mortgage filed in County Court.

Aug. 27,
1883. Petition of John I. Pittman for guardian ad litem for minors in the above action, filed. Notice for appointment of guardian ad litem, filed.

Order appointing guardian ad litem for Infant Defendants, filed.

Aug. 27,
1883. Affidavit of No Answer, filed by D. J. Hamlock, one of the Attorneys for the Plaintiff.

Answer of Guardian ad litem for Infant Defendants, filed.

Judgment of Foreclosure and Sale entered. (See in full).
Bill of Costs filed.

Oct 23,
1884. Sheriff's report of sale filed, states that pursuant to and by virtue of a Judgment of this Court in the above entitled action at the May term thereof and bearing date August 27, 1883. that he the said sheriff advertised said premises to be sold at public auction at the front door of the Court House in the Village of Waukesha October 18, 1884; that previous to said day of sale he caused notice thereof to be publicly advertised for six weeks successively, once in each week, in the Waukesha Freeman, a public newspaper printed in said county of Waukesha; that he caused like printed notices to be fastened up in three public places in the town of Eagle, where said premises are situated, and also caused like printed notices to be fastened up in three public places in the town of Waukesha, where said premises were sold, six weeks before said sale; he further certifies that he attended at the time and place so fixed by said notice for said sale, and exposed said premises for sale at public auction, to the highest bidder and the said premises were then and there fairly struck off as follows, to-wit: The S.W. $\frac{1}{4}$ of Sec. 17-5-17 East; also the N. $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of Sec. 20, same town and range; also the E. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Sec. 18, all being in Town 5, Range 17 East aforesaid, containing in all 320 acres of land according to Government survey, together with the buildings and appurtenances on and to said lands belonging, to John I. Pittman, the plaintiff in said action for the sum of \$3000.00, he being the highest bidder therefor, and that being the sum paid for the same; he further certifies that he executed and delivered to said purchaser a good and sufficient deed of conveyance for the same; that he has paid over or disposed of the purchase money, or proceeds, of said sale, and taken receipts therefor; he further certifies that the sum received for said mortgaged premises at said Sheriff's sale was insufficient to satisfy said mortgage indebtedness and the interest and costs and that there is still due and owing thereon the sum of \$2536.95 which is unpaid. He further certifies that the premises so sold were described in said Judgment and in the deed of sale and conveyance so executed by him.

Feb. 3,
1885. Order of Confirmation filed.

after one year from the date of this Judgment, unless previous to such sale, said premises and said judgement shall be redeemed, in the manner provided by law, by the payment of the amount of such Judgment and Costs, and interest thereon, at the rate of ten per cent per annum, and all subsequent costs incurred thereon.

And It is Further Adjudged, That in case of sale pursuant hereto, the said Sheriff give notice of the time and place of such sale, in the manner provided by law for the sale of real estate upon execution; that either or any of the parties to this action may purchase at such sale; that the said Sheriff upon the compliance on the part of the purchaser, with the terms of such sale, do make, execute and deliver to the purchaser or purchasers, a deed of the premises so sold, setting forth each parcel of lands to him or them sold, and the sum paid therefor; which deed upon the confirmation of such sale shall vest in the purchaser or purchasers all the right, title and interest of the said mortgagor, his heirs, personal representatives and assigns in and to the premises sold, and shall be a bar to all claim, right or equity of redemption therein, of and against the parties to this action, their heirs and personal representatives and also against all persons claiming under them subsequent to the filing of the notice of the pendency of this action; that out of the money arising from such sale, after deducting the amount of his fees and expenses of such sale, the said Sheriff immediately pay to the plaintiff or his attorneys, the sum of Eighty One dollars and thirty cents adjudged to the plaintiff for costs and disbursements, and said sum of Fifty Dollars Solicitor's fees with interest thereon from the date hereof, at the rate of ten per cent, per annum, and also the sum of Four Thousand Eight Hundred and Twelve Dollars and Eighty two cents (\$4812.82) so adjudged to be due, with interest, at said rate, from the date hereof, or so much thereof as the purchase money of the mortgaged premises will pay of the same, take a receipt therefor, and file it with his report of sale; that the said Sheriff bring the surplus money, if any, arising from the sale of said mortgaged premises under this judgment into Court, subject to the further order of this Court; and that he make a report of such sale, and file it with the Clerk of this Court within ten days after such sale.

And It is Further Adjudged That if the proceeds of such sale be insufficient to pay the amounts aforesaid, the said Sheriff specify the amount of such deficiency in his report of sale, and Judgment for such deficiency is hereby ordered to be separately rendered, against said liable therefor, as hereinafter adjudged, on or after the coming in and confirmation of the report of sale, and to be docketed and enforced as in other cases.

And It is Further Adjudged That after the sale of said mortgaged premises as aforesaid, the purchaser or purchasers at such sale, his or their heirs or assigns, be let into possession of the premises so sold, on production of the said Sheriff's deed or deeds, or a duly certified copy or copies thereof. And that each and every of the parties to this action who may be in possession of the premises described in such deed or deeds, and every other person who since the filing of such notices of the pendency of this action has come into possession of the same, or any part thereof, under them or either of them, shall deliver to such grantee, or grantees, named in such deed or deeds, his or their heirs or assigns, possession of such portion of said mortgaged premises as shall be described in such deed or deeds, or certified copy or copies thereof.

And It is Further Adjudged That the defendants and their heirs respectively, and all persons claiming under them, or any or either of them, after the filing of such notice of pendency of this action be forever barred and foreclosed of all right, title interest and equity of redemption in said mortgaged so sold premises.

The following is a description of the mortgaged premises hereinbefore mentioned: All the following described tracts or pieces of land lying and being in the Town of Eagle and County of Waukesha and State of Wisconsin and more fully designated as follows, to-wit: The South West Quarter of Section Seventeen (17), Town Five Range Seventeen (17) East, Also the North half of the North West Quarter of Section Twenty (20) same town and Range, Also the East half of the South East Quarter of Section Eighteen (18), all being in Town Five (5), Range Seventeen (17), East, aforesaid containing in all Three Hundred and Twenty (320) acres of land according to the Government Survey.

And it is On Like Motion Further Adjudged, That the said defendants, and all persons claiming under them, be and they are hereby enjoined from committing waste upon said mortgaged premises, and from doing any other act that may impair the value of the said mortgaged premises, at any time between the date of this Judgment and the date of such sale unless meanwhile said premises shall have been duly redeemed as provided by law.

Dated this 27th day of August A.D. 1883.

A. Scott Sloan,

Judge.

Wm. A. Nickell, Sheriff
of Waukesha County.

to Doc. #5392

John I. Pittman

Sheriff's Deed, Consideration \$3000
Conveys: The South West $\frac{1}{4}$ of
Section 17-5-17, also the North $\frac{1}{2}$
of the N.W. $\frac{1}{4}$ of Section 20,
same town and Range, also the East $\frac{1}{2}$
of the South East Quarter of
Section 18, all being in Town 5,
Range 17 East, aforesaid containing
in all three hundred twenty acres
of land, according to the Government
Survey, together with the buildings
and appurtenances thereunto belonging
Dated October 18, 1884.
Ackd. October 22, 1884.
Rec. September 14, 1885, at 4 P.M.
Vol. 64, page 341.

STATE OF WISCONSIN - WAUKESHA COUNTY COURT.

In the Matter of the Estate

of

JOHN I. PITTMAN, Deceased.

Oct. 10, The petition of Harvey Clemons verified and filed, states
1 8 8 5. that John I. Pittman died at the city and County of New
York on the 28th day of March 1885, intestate; that at
the time of his death he was an inhabitant of The State of
New York, but that he left estate in the County of Waukesha
Wisconsin, to-wit: certain lands and real estate in the
town of Eagle, Waukesha County, Wis., of the probable value
of \$3000, and left debts due and unpaid in Waukesha County,
to an amount unknown to petitioner.
That deceased left him surviving Wm. Pittman of Brooklyn
N.Y., Mervin Pittman of New Orleans, La., and Lemuel Pittman
of Eagle Wis., brothers; Catherine Van Beuschoten and Maria
Van Euskirk of N.Y. City, sisters; Thomas Bovee of
Plainfield, Wis., Lemuel Bovee of Brookside, Wis., John
Bovee of Abrams, Wis., and M. B. Pittman of Boscobel, Wis.,
nephews; and Mary Hubbard, Katie Parsons and Mrs. Harvey
Clemons of Eagle, Wis., neices, that your petitioner is a
creditor of said deceased.
Petitioner asks that Letters of Administration be granted
unto Francis G. Parks, or some other suitable person.

Petition set for hearing on the Second Tuesday of Nov.
1885, and notice ordered to be published in the Waukesha
Freeman, a newspaper printed and published in said county,
once in each week for three successive weeks, prior to said
hearing.

Notice of hearing published as ordered, commencing Oct. 15,
1885 and ending Nov. 5, 1885.

Nov. 10, Order entered directing that Letters of Administration be
1 8 8 5. granted to Francis G. Parks, upon his giving bond in the
penal sum of four hundred dollars.
Letters of Administration granted as ordered, and official
bond and oath filed.
Order entered appointing appraisers and warrant to
appraisers issued.

Jan. 26, Order entered appointing M. S. Griswold, Esq., Guardian
1 8 8 6. for minor, Josephine Clemons.

Petition for conveyance pursuant to contract filed.

Notice of hearing petition for conveyance filed.

Printer's affidavit filed.

Order for hearing petition for conveyance filed.

Mar. 22, Concurrence of Guardian ad litem of Josephine Clemons in
1 8 8 6. petition for conveyance of lands filed.

Mar. 22, Objection to granting order for specific conveyance filed.
1 8 8 6.

Apr. 23, Stipulation for continuance on hearing of petition for
1 8 8 6. specific conveyance of real estate filed.

Apr. 29, Stipulation for conveyance of hearing on petition for
1 8 8 6. Conveyance of real estate.

May 11, Inventory and appraisal filed. The real estate included
1 8 8 6. therein being: The South West quarter of Section No. 17,
160 acres. The East half of the South East quarter of
Section No. 18, 80 acres. The North half of the North
West quarter of Section No. 20, 80 acres.

Printer's affidavit of notice of hearing claims filed.

May 18, Amendments to petition for conveyance of lands filed.
1 8 8 6.

Stipulation indefinitely for argument in the contest for a
conveyance on written contract, filed.

July 16, Order entered directing conveyance of real estate on
1 8 8 6. contract, filed.

Notice of appeal from order of sale filed. Order entered
wherein it is ordered that notice be given to Harvey
Clemons and Elnora Clemons and Josephine Clemons, a minor,
who are the adverse parties by personal service on Messrs.
Sumner and Tullar, Attorneys, for such adverse parties, and
upon M. S. Griswold, Esq., the Guardian ad litem of said
minor, Josephine Clemons of a copy of said notice, within
ten days.

Appeal Bond filed. Approval as to form and sufficiency
thereof for the purpose of said appeal of said bond, filed.

Sept. 5, Resignation of Francis G. Parks, Administrator, and order
1 8 8 6. accepting resignation, filed.

Sept. 13, Petition for appointment of administrator de bonis non
1 8 8 7. filed.

Petition set for hearing on the second Tuesday of Oct. 1887,
and notice ordered to be published in the Waukesha County
Democrat, a newspaper printed and published in said county,
once in each week for three successive weeks prior to
said hearing.

Notice of hearing published as ordered, commencing Sept.
17, 1887 and ending Oct. 8, 1887.

Oct. 11, Order entered appointing E.D.R. Thompson, guardian ad litem
1 8 8 7. of minors and consent filed.

Order entered directing that Letters of Administration
be granted to John I. Bovee, upon his giving bond in the
penal sum of one hundred dollars.

Oath of Administrator de bonis non filed.

Oct. 14, Administrators bond filed.
1 8 8 7.

Oct. 23, Order entered appointing M. S. Griswold, Special
1 8 8 8. guardian for minors, and consent filed.

Petition of J. I. Bovee verified and filed states that there are debts outstanding against said deceased, and that it is for the best interests of all persons that said settlement be ratified and affirmed by this court and that said sum of \$2200.00 indebtedness be recognized as a valid claim against the estate of said deceased and be duly allowed as such claim against said estate. That it is necessary to sell or mortgage all of said real estate for the purpose of paying the debts of said deceased and the expenses of administering said estate.

Petitioner prays that said sum of two thousand and two hundred dollars may be allowed as a claim against said estate of deceased and that a license be to him granted to mortgage or sell all the real estate belonging to said deceased for the purpose of paying said debts and expenses.

Petition set for hearing on the 4th Tuesday of November 1888 and notice ordered to be published at least four successive weeks prior to said hearing, in the Waukesha County Democrat a newspaper printed in said county, and that a copy thereof be served personally on all persons interested in said estate residing in said county of Waukesha.

Due service of copy of withⁱⁿ order admitted Oct. 29, 1888.

Nov. 27, Testimony taken on petition of administrator for license
1 8 8 8. to sell or mortgage real estate, filed.

Order entered wherein it is ordered that John I. Bovee be licensed and authorized to mortgage the following described lands, for the sum of twenty six hundred dollars for the purpose of paying such debts and expenses, to-wit: The South West quarter of Section No. 17, and the East half of the South east quarter of Section No. 18, and the north half of the north west quarter of Section No. 20, all in township No. 5 N. Range 17 East, being in the town of Eagle in said county of Waukesha.

Ordered that said John I. Bovee take and subscribe and oath as required by law, and give bond in the sum of three thousand dollars.

Claim of Harvey Clemons, Elnora Clemons and Josephine Clemons examined and allowed at \$2200.00.

Oath and bond on mortgage of real estate filed.

Mar. 1, Receipt in full by Harvey Clemons from Administrator of
1 8 8 9. said estate, filed.

Note: See Entry #45.

Mar. 9, Petition of John I. Bovee, administrator de bonis non,
1 8 9 2. for sale of real estate, set for hearing on the second Tuesday of April, 1892, and notice ordered to be published in the Waukesha County Democrat, a newspaper printed and published in said county, once in each week for four successive weeks, prior to said hearing.

Apr. 12, Testimony taken on the hearing for license to sell real
1 8 9 2. estate filed.

Apr. 12, Affidavit of service filed.
1892.

Order entered wherein it is ordered that said administrator de bonis non be authorized to sell all the real estate of said deceased upon his taking and subscribing an oath in the sum of three thousand dollars, and that he shall cause notice of the time and place of holding the sale to be posted up in three most public places in the town or ward wherein said real estate is situated and published in the Waukesha County Democrat, a newspaper printed at the Village of Waukesha, for three successive weeks prior to said sale, the last publication to be not more than 10 days before said sale. Further ordered that such sale be held in the county wherein said real estate is situated at public vendue, between the hours of 9 o'clock in the morning and the setting of the sun the same day, and not after the expiration of one year next ensuing the date hereof and that immediately after said sale, the said administrator de bonis non make report of his proceedings therein to this court.

May 10, Bond for sale of real estate, filed.
1892.

Stipulation for postponement of sale of real estate filed.

May 23, Objection of Eliza C. Ferris and Sam'l VanBeuschoten to
1892. sale of real estate filed.

Power of Attorney of Eliza C. Ferris to T.W.Haight, filed.

May 24, Petition of administrator de bonis non filed, representing
1892. among other things that he has fully administered the said estate, and praying that a time and place be fixed for examining and allowing the account of his administration and assigning the residue of the estate, according to law.

Petition set for hearing on the fourth Tuesday of June, 1892, and notice ordered to be published in the Waukesha County Democrat, a newspaper printed and published in said county, once in each week for three successive weeks, prior to said hearing.

June 28, Confirmation of sale filed, wherein it states that on the
1892. 24th day of May, 1892, the time set for said sale by adjournment, the said administrator at the front steps of the Court House in the Village and county of Waukesha, State of Wisconsin offered for sale said real estate at public vendue upon the terms and conditions mentioned in said notice of sale, and Christie Carlin of Palmyra, Jefferson County, State of Wisconsin, having bid the sum of four thousand one hundred dollars for said real estate and he being the highest and best bidder therefor, the same was then and there struck off to him for the said sum of four thousand one hundred dollars to be paid in case; that due application for the confirmation of said sale, and due notice given to all parties interested in said sale and no one appearing to oppose the same, that said sale was legally made and fairly conducted and that said sum of four thousand one hundred dollars is not disproportionate to the value of said premises. ORDERED that said John I. Bovee, Administrator de bonis non be authorized and directed to execute and deliver to the said Christie Carlin a good and sufficient deed of conveyance of said premises upon his complying with the conditions of said sale by him to be performed.

May 23, Order entered allowing final account and assigning residue
1893. of estate.

(See in full, next entry).

John I. Pittman, deceased and Elnora Clemons and Matthias B. Pittman surviving children and heirs at law of Thomas W. Pittman, deceased who was a brother of said John I. Pittman, deceased and John I. Pittman, Lemuel J. Pittman, Amanda Whitford, Cornelius A. Lawrence, Seraphine Blanchard and Mary Eliza Brothers, surviving children and heirs at law of Marvin R. Pittman, deceased who was a brother of said John J. Pittman, and Samuel Van Ben Scholen and Cornelius Van Ben Schoten children and heirs at law of Catherine Van Benschoten, deceased who was a sister of said John I. Pittman, deceased and Catherine E. Martin, and May S. Meann, surviving children and heirs at law of Samuel Pittman, deceased who was a brother of said John I. Pittman, deceased and Thomas P. Bovee, Kate P. Parsons, Lemuel J. Bovee, John J. Bovee, Eugene J. Bovee, and Mary A. Hubbard, children and heirs at law of Charlotte A. Bovee, deceased who was a sister of said John J. Bovee deceased, all nieces and nephews of said last named deceased, it appearing that the said Mary Hibbard, died subsequent to the said John I. Pittman, deceased, her heirs at law are to be substituted in her place.

NOW THEREFORE IT IS ORDERED ADJUDGED AND DECREED that the account of said John I. Bovee, administrator as stated as aforesaid be and the same is hereby allowed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said sum so found left in his hands after payment of funeral expenses, debts and expenses of administration aforesaid be divided among and distributed to the above named next of kin and heirs at law according to their rights as follows, to-wit:

William Pittman	\$100.00
Lemuel Pittman	100.00
Eliza Ferris	100.00
Marvin Van Buskirk	100.00
Matthias B. Pittman	50.00
Eleanor Clemons	50.00
John Pittman	16.66
Lemuel Pittman	16.66
Amanda Whitford	16.66
Cornelia A. Lawrence	16.66
Seraphine Blanchard	16.66
Mary Eliza Brothers	16.66
Samuel Van Buskirk	50.00
Cornelius Van Buskirk	50.00
Catherine E. Martin	50.00
Mary L. Wilson	50.00
Thos. P. Bovee	16.66
Kate P. Parsons	16.66
Lemuel J. Bovee	16.66
John I. Bovee	16.66
Eugene C. Bovee	16.66
The heirs at law of Mary A. Hubbard	16.66

AND IT IS FURTHER ORDERED ADJUDGED AND DECREED that foregoing account of the said J. I. Bovee as administrator de bonis non of the estate of said deceased be and the same is hereby settled; that said administrator be released and discharged from all further liability upon said estate; and that his bond as such administrator herein be cancelled so soon as he shall file with this Court receipts from all said heirs at law of the payment of their distributive share of said estate as ordered aforesaid.

By the Court,

T.C. Martin, County Judge.

CIRCUIT COURT

WAUKESHA COUNTY

Harvey Clemons, Elnora
 Clemons, and Josephine
 Clemons, an infant, by
 M.S. Griswold, her
 guardian ad litem
 Plaintiffs and Appellees

CONTINUANCE AND
 STIPULATION FOR
 SETTLEMENT

-vs-

William Pittman, and
 Administrator of John I.
 Pittman, deceased, et al
 Defendants and Appellants

It is hereby stipulated and agreed by the parties to the above entitled action that the same be settled on the following terms.

That the parties respectively pay their own witnesses and Attorneys fees: That the defendants pay all officers' fees on appeal: And that the plaintiffs pay the fees of the guardian ad litem for said infant. That the defendants herein for the estate of John J. Pittman, deceased, pay the plaintiffs therein the sum of Twenty Two Hundred (\$2200) Dollars on the sale of the lands in controversy in this action within one year from November 1st, 1887, without interest. In case said farm be not sold and said sum remain unpaid after November 1st, 1888, interest thereon at the rate of 7% per annum shall be paid unto said plaintiffs from the day, until paid, the said Harvey Clemons, to retain possession of said farm and the use thereof without rent until November 1st, 1887.

And when said sum and any accrued interest shall be paid and all other terms of this stipulation be complied with, this action shall be discontinued and the plaintiffs shall execute or cause to be executed to the defendants or the purchasers of said lands, conveyances of all the title and interest thereto arising from any claims whatever, excepting only their rights of inheritance, as heirs at law of John J. Pittman deceased, and this action in the meantime stands continued from term to term of said Court until the performance of the conditions above written, on the further order of this Court, said sum of principal \$2200.00 and accrued interest thereon to be due and payable unconditionally five years from the said November 1st, 1887. The lands, a conveyance of which is provided in this stipulation are described as follows:

The South West Quarter of Section 17; The east half of the South East Quarter of Section 18, and the North half of the North East Quarter of Section 20, all in Township Five, North, of Range No. 17 East, in Waukesha County, Wisconsin, and being the same premises described in the complaint, in the above entitled action, the title to which was in dispute, by the said parties to said action.
Dated June 6, A.D. 1887.

Summer & Tullar,
Plaintiff's Attorneys.

M.S. Griswold, Guardian ad litem for Josephine Clemons, an infant.
Carney & Ryan, Attorneys for Defendants and Appellants.
Rec, June 11, A.D. 1887, at 11 A.M. J.D. Roberts, Register of Deeds.
Doc. No. 9451

CIRCUIT COURT WAUKESHA COUNTY STATE OF WISCONSIN.

Harvey Clemons et al

-vs-

William Pittman, etal

On reading and filing the records, files and papers in the above matter and it appearing therefrom and the stipulation for settlement and the agreement of settlement between all the parties interested in the subject matter of such controversy and it appearing therefrom that the defendants therein have agreed to pay the plaintiff the sum of Twenty-two hundred dollars in full payment and settlement of the demands of plaintiffs and in lieu of all their claims and demands and of all other claims and demands of said plaintiffs against the estate of John I. Pittman, deceased, and the administrator thereof and said plaintiff having agreed to accept said sum in full settlement and discharge of all their claims.

NOW on motion of Carney & Ryan, Attorneys for defendants, all the parties plaintiff with their attorneys and guardian ad litem for minor plaintiffs and defendants joining in such motion;

It is Ordered and adjudged and decreed that the appeal herein be dismissed on the above terms; that the clerk of this court return all the papers herein to the County Court of said County of Waukesha and that the Judge of said County Court may enter a judgment on said claim of plaintiffs against the estate of John I. Pittman, deceased for the sum of Twenty Two Hundred dollars to be paid as other claims allowed in the said Court out of the estate of said deceased out of the personal estate of said deceased in the hands of the administrator of said estate appointed by said County Court and if there is not personal estate in his hands to pay such indebtedness then the same may be satisfied by mortgage or sale of the real estate of said John I. Pittman, deceased located in Waukesha County, in Wisconsin as may be deemed most advantageous for the interests of all persons interested in said estate.

Dated February 6, 1889.

A. Scott Sloan

Judge.

John J. Bovee, of Abrams, in
the County of Oconto, and
State of Wisconsin, Adminis-
trator of the Estate of
John J. Pittman, deceased.

to Doc. #13415

Lemuel Pittman

Administrator's Mortgage

Oct. 23, Petition of John J. Bovee, administrator of the Estate of
1 8 8 8. John J. Pittman, for Order of License to sell or mortgage
certain Real Estate in the said County for the purpose
of paying debts, of said deceased, and expenses of adminis-
tration.

Nov. 27, Order entered empowering and licensing said administrator
1 8 8 8. to mortgage the said Real Estate, described as follows:
for the term of Five years.
The South West Quarter of Section 17, and the East Half of
the South East Quarter of Section 18, and the North Half
of the North West Quarter of Section 20, all in Township
Five, North, of Range Number 17, East in the County of
Waukesha.

Party of the first part as such administrator do covenant
and agree that he will pay all taxes and assessments
of every nature, that may be assessed on said premises pre-
vious to the day appointed in pursuance of any law of
Estate for the sale of land for taxes.

Dated March 1, 1889.
Ackd. March 1, 1889.
Rec. March 1, 1889 at 2:30 P.M.
Vol. 55, page 605.

~~Open of Record~~

see release at #39

Vol. 55, page 605

Mortgages

Lemuel Pittman

to Doc. #20001

John A. Lins

Assignment of Mortgage
recorded in Vol. 55, page
605.

Consideration \$2600
Dated September 26, 1891.
Ackd. September 26, 1891.
Rec. November 23, 1891 at
2 P.M.

Vol. 64, page 450.

Vol. 55, Mortgages
page 605

John A. Lins

to Doc. #20002

Walter H. Carlin,
Arthur G. Carlin and
Christie Carlin, Trustees
for minor heirs of
Wm. Carlin, deceased.

Assignment Consideration
\$2600

Assigns Mortgage recorded
in Vol. 55, page 605.
Dated November 3, 1891.
Ackd. November 3, 1891.
Rec. November 23, 1891,
at 2 P.M.
Vol. 64, page 450.

We find recorded in the Office of Register of Deeds in and for Waukesha County, Wisconsin, certified copy of Letters Testamentary in the Matter of the Estate of William Carlin of Jefferson County, Wis. issued to Walter Carlin, Arthur Carlin and Christie Carlin September 13, 1887.

We do not find any Trusteeship of record.

Dated October 11, 1887.
Ackd. October 11, 1887.
Rec. April 5, 1897 at 9:30 A.M.
Vol. 91 page 347.

John J. Pittman, by
Administrator

to Doc. #21779

Christie Carlin

ADMINISTRATOR'S Deed Consideration

To all to whom these presents shall come, I, John J. Bovee, of Abrams County of Oconto, State of Wisconsin, as administrator of the Estate of John J. Pittman, late of Kings County, State of New York, send Greetings:

Whereas by an order of License made by the County Court of Waukesha County, on the 12th day of April, A.D. 1892, in the nature of the application for license to sell certain real estate of the said deceased, I, the said John J. Bovee, in my capacity as administrator as aforesaid was authorized and empowered to sell at public vendue, all the said Estate of said John J. Pittman, hereinafter described and hereby conveyed or intended so to be sold and conveyed and Whereas I, the said John J. Bovee, having given the bond taken and subscribed the oath of law required and having given public notice of the intended sale of said Estate and of the time and place thereof, by causing a notice of the same (Wherein said Real Estate was described with common certainty), to be posted up in three of the most public places in the Town wherein said Real Estate is situated, to-wit: Town of Eagle, Waukesha County, in Wisconsin, and to be published in the Waukesha County Democrat, a weekly newspaper printed and published at the Village of Waukesha, in said Waukesha County, and for Three weeks successively, next before the day of sale, as required by said order of license:

And having in all things fully complied with said order and the

requirements of the Statute in such case made and provided did on the 24th day of May at the front door of the Court House, in the said Village of Waukesha by virtue of said order of license and pursuant thereto and to said notice exposed and offer for sale at and by public vendue, all and singular the Real Estate herein after described and then and there did strike off and sell the same to Christie Carlin, of Palmyra, Jefferson County, Wisconsin for the sum of \$4100, he being the highest bidder therefor, And Whereas, I, the said John J. Bovee, having made report of my proceedings upon said order of license to the Judge of said County Court and the said Judge having on the 28th day of June A.D. 1892, made an order confirming said sale and directing a conveyance for said premises to be executed to the said Christie Carlin,

Now Therefor, know ye, that I, the said John J. Bovee, in my capacity of administrator aforesaid, by virtue of the power and authority in me vested, as aforesaid, and in consideration of the sum of \$4100, to me in hand paid, by the said Christie Carlin, the receipt whereof is hereby acknowledged do hereby grant, bargain, sell and convey unto the said Christie Carlin his heirs and assigns, all the following described real estate to-wit: The South West Quarter of Section 17, and the East $\frac{1}{2}$ of the South East Quarter of Section 18, and the North half of the North West Quarter of Section 20, all in Township 5, North of Range 17 East, containing in all 320 acres, of land more or less, in the Town of Eagle in said County of Waukesha To Have and To Hold the above bargained premises to the said Christie Carlin, his heirs and assigns to his and their use and behoof forever.

In Witness whereof I the said John J. Bovee, administrator aforesaid have hereunto set my hand and seal this 12th day of July A.D. 1892.

John J. Bovee, (Seal).

Signed, sealed and delivered in presence
of P.H. Carney,
M.L. Snyder,

Ackd. July 1892.
Rec. July 12, 1892 at 5 P.M.
Vol. 81, page 537.

Elnora M. Clemons, and
Harvey Clemons, her husband,
Matthias B. Pittman, and
Anna Pittman, his wife, and
Thomas McWilliams, (signed
W.M. McWilliams), by his
guardian of the City of
Boscabel, Grant County,
William Wallace and Luisie
Wallace, by her guardian of
the City of LaCrosse, LaCrosse
County, and State of Wisconsin.
heirs at law of Thomas W.
Pittman, deceased.

to Doc. #21786

Christie Carlin, of Palmyra
Jefferson County, Wisconsin.

Q.C.D. Consideration \$200.00
Conveys: A strip of land 2
rods in width on the East
side of the South East Quarter
of the North West Quarter of
Section 20-5-17 East, it being
intended to convey a strip of
land 2 rods wide along the East
side of the above described
40 acre lot for a private
road and the said Christie
Carlin hereby agrees to keep in
repair a suitable fence on the
West side of the said strip
of land to be used for a road.
Dated May 11, 1892.
Ackd. May 11, 1892, by Elnora
M. Clemons and Harvey Clemons.
Ackd. June 1, 1892 by William
Wallace.
Ackd. June 4, 1892 by Matthias
B. Pittman and Anna Pittman, his
wife.
Ackd. June 13, 1892 by W. McWilliams.
Rec. June 14, 1892 at 9 A.M.
Vol. 81, page 542.

Andrew J. Reeves, and
Rhoda Reeves, his wife

to Doc. #41382

Francis Draper

W.D. Consideration \$150.00
Conveys: The undivided $\frac{1}{2}$ of
the North Half of the South
West Quarter of Section 17-5-17
containing ten acres, more or
less.
Dated February 13, 1899.
Ackd. February 13, 1900.
Rec. June 18, 1900, at 9:50 A.M.
Vol. 96, page 336.
50¢ Stamps.

(We do not find title in Reeves.)

See deed to correct at #40.

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 the ~~date~~ ~~of~~ ~~entry~~ ~~of~~ ~~lands~~ ~~from~~ ~~the~~ ~~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 Court docketed in said county within the last ten years against

Christie Carlin,

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 1909 to 1919 both inclusive.

Dated Waukesha, Wisconsin, February 14, 1921, at 10:00 A.M.

Hemlock and Hemlock,
Abstracters,


Atty.


Mgr.

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

Abstracts of Title, Real Estate, Loans and Insurance
WAUKESHA, WISCONSIN

TELEPHONE 321

CONTINUATION OF

ABSTRACT OF TITLE

TO

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

The Southwest Quarter of Section Number 17,
and the East one-half of the Southeast Quarter
of Section 18, and the North half of the
Northwest Quarter of Section 20, all in Town-
ship 5 North of Range 17 East, containing in
all 320 acres of land, more or less.

Also: A strip of land 2 rods wide on the East
side of the Southeast Quarter of the Northwest
Quarter of Section 20, Township 5 North of
Range 17 East.

United States by the President
James Buchanan by G. H. Jones,
Sec'y, J. N. Granger, Recorder of
the General Land Office,

Vol. 160 page 361
Document #117603

To Patent #386

Dated May 15, 1857
Recorded June 3, 1921

Thomas W. Pittman and to his
heirs and assigns forever, as
assignee of Naomi Bonny, widow
of John Bonny

The North half of the South West Quarter of Section
seventeen and the East half of the South East Quarter of Section
eighteen in Township five North of Range seventeen East in the District
of lands formerly subject to sale at Milwaukee now Menasha Wisconsin,
containing one hundred and sixty acres, according to the Official Plat
of the Survey of the said lands returned to the General Land Office by
the Surveyor General.

United States by the President,
Z. Taylor, By Theo. Ewing, Jr.,
Sec'y, N. Sargent, Recorder of the
General Land Office,

Vol. 160 page 362
Document #117604

To Patent #86

Dated June 1, 1850
Recorded June 3, 1921

Ira S. Haseltine and to his heirs
and assigns forever as assignee
of Michael Freeny.

The South East Quarter of the North East Quarter of
Section nineteen the South half of the North West Quarter and the
South West quarter of the North East Quarter of Section twenty, in Town-
ship five North of Range Seventeen East in the District of lands subject
to sale at Milwaukee Wisconsin containing one hundred and sixty acres,
according to the official plat of the Survey of the said lands returned
to the Surveyor General.

Walter H. Carlin, Arthur G.
Carlin and Christie Carlin,
trustees for minor heirs of Wil-
liam Carlin, deceased, and William
C. (Inst. William Carlin) Turner
and Robert L. Turner, the minor
heirs under the trust above re-
ferred to,

Vol. 131 page 364
Document #117602

Dated Mar. 15, 1921
Recorded June 3, 1921
Acknowledged Mar. 15, 1921

To Release

Before Cora Tischaefer, Notary
Public, Jefferson County, Wis.
2 witnesses.

John J. Bovee, Administrator
of the Estate of John J.
Pittman.

Releases the mortgage recorded in Volume 55 of Mortgages
on page 605, Document No. 13415, at entry #30.

"Note"- We do not find Letters of Trust to above named trustees of
Record.

Andrew J. Reeves, widower and
surviving husband of Rhoda
Reeves,

Vol. 218 page 91
Document #167614
To Correct

To Q. C. Deed
\$1.00

Frank Sukowsky

Dated Aug. 2, 1929
Recorded Aug. 7, 1929
Acknowledged Aug. 2, 1929
Before John F. Buckley, Notary Public,
Waukesha County, Wis. 2 witnesses.

The undivided one half of the North One Half of the south west quarter of the south east quarter of section seventeen (17) town number five (5) North of Range Number seventeen (17) East containing ten acres of land more or less.

This deed being given to correct and make more definite and certain the description in a certain deed entered into the 13th day of February 1899 between Andrew J. Reeves and Rhoda Reeves, his wife, grantors to Francis Draper, grantee and recorded in Volume 96 of Deeds, page 336, Register of Deeds records, Waukesha County, Wisconsin, said premises being therein described as being in the southwest quarter of section 17, aforesaid whereas in truth and in fact, premises intended to be conveyed were as stated in this conveyance.

"Note"- See entry #36.

Christie Carlin, single,

Vol. 170 page 606
Document #116386

To W. Deed
\$1.00 etc.

August Paulsen and Barbara
Paulsen, his wife jointly.

Dated Feb. 7, 1921
Recorded Mar. 15, 1921
Acknowledged Feb. 10, 1921
Before Cora Tischaefer, Notary Public,
Jefferson County, Wis. 2 witnesses.

The East half ($\frac{1}{2}$) of the South East quarter ($\frac{1}{4}$) of Section Eighteen and the South west quarter ($\frac{1}{4}$) of Section Seventeen (17) and the North half ($\frac{1}{2}$) of the North West Quarter ($\frac{1}{4}$) of Section Twenty (20) Also a strip of land two (2) rods side off the entire length of the east side of the South East quarter ($\frac{1}{4}$) of the North west quarter of Section twenty (20) subject to the obligation of maintaining the fence on the west side the entire length of said strip. All of the above described land lying and being in Town five (5) North of Range Seventeen (17) East and containing three hundred and twenty (321) acres according to Government survey.

\$17.50 Stamps attached and cancelled.

-42-

August Paulsen and Barbara
Paulsen, his wife,

To **Mortgage**
 \$15,000.00

Christie Carlin

Vol. 74 page 624
Document #116410

Dated Feb. -- 1921
Recorded Mar. 17, 1921
Acknowledged Feb. 14, 1921
Before John P. Donnelly, Notary Public,
Milwaukee County, Wisconsin.
2 witnesses.

Covers, same land as described in Deed at entry #41.

\$15,000 Fifteen Thousand Dollars, according to the conditions of (two)
certain promissory notes given for purchase money bearing even date
herewith.

One note for \$10,000. and one note of \$5000.

~~OPEN OF RECORD.~~ *Rel. #48*

-43-

Christie Carlin

To **Assignment**
 \$15,000.00

The Bank of Palmyra

Vol. 130 page 390
Document #119904

Dated Oct. 19, 1921
Recorded Nov. 28, 1921
Acknowledged Oct. 19, 1921
Before Chas. E. Williams, Notary
Public, Jefferson County, Wis.
2 witnesses.

Assigns the mortgage recorded in volume 74 of Mortgages
on page 624, at entry #42.

-44-

Bank of Palmyra, a Wisconsin
Corporation, Earl Garbutt,
President. Countersigned:
J. J. Stasek, Cashier,
Corporate Seal,

To **Assignment**
 "Value Received."

Palmyra State Bank, a Wis-
consin Corporation

Vol. 164 page 467
Document #187989

Dated Apr. 18, 1931
Recorded Aug. 18, 1932
Acknowledged Apr. 18, 1931
By the Pres. and Cashier of above
named Corporation before Chas. E.
Williams, Notary Public, Jefferson
County, Wis. 2 witnesses.

Assigns the mortgage recorded in Volume 74 of Mortgages
on page 624, Document No. 116410, at entry #42.

HARDY-RYAN ABSTRACT COMPANY hereby certifies that it has 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 Feb. 14, 1921, 10 o'clock A. M. and from such examination finds:

1st: No deeds, mortgages, or other instruments or 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 hereof except as shown in this abstract from entry number 37 to entry number 44 .

2nd: No unsatisfied judgments in the office of the Clerk of Courts docketed in said County within the last ten years against August Paulsen - - Barbara Paulsen - -

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 1921 to 1931 both inclusive.

Waukesha, Wisconsin, November 21st, 1932, 8 o'clock A. M.

HARDY-RYAN ABSTRACT COMPANY

Per:

Secretary



OFFICE OF

HARDY-RYAN ABSTRACT CO.

HARDY & RYAN BLDG.

Abstracts of Title, Real Estate, Loans and Insurance

WAUKESHA, WISCONSIN

TELEPHONE 321

CONTINUATION OF

ABSTRACT OF TITLE

TO

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

The Southwest Quarter of Section Number 17,
and the East one-half of the Southeast Quarter
of Section 18, and the North half of the
Northwest Quarter of Section 20, all in Town-
ship 5 North of Range 17 East, containing in
all 320 acres of land, more or less.

Also: A strip of land 2 rods wide on the East
side of the Southeast Quarter of the Northwest
Quarter of Section 20, Township 5 North of
Range 17 East.

A certified copy of the Last Will and Testament of Thomas W. Pittman, and Certificate of Probate thereof, as shown at entry No. 20 of this abstract, was recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on June 25, 1884, in Volume 61 of Deeds on page 526.

A certified copy of the Final Order in the matter of the estate of Thomas W. Pittman, as shown at entry No. 22 of this abstract, was recorded in said Register of Deeds' Office on July 19, 1884, in Volume 61 of Deeds on page 554.

A certified copy of the Receipt of Harvey Clemons filed March 1, 1889 in the estate of John I. Pittman, deceased, shown at entry No. 26 of this abstract, was recorded in said Register of Deeds' Office on November 23, 1891, in Volume 81 of Deeds on page 97.

HARDY-RYAN ABSTRACT COMPANY hereby certifies that it has 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 November 21st, 1932 at 8 o'clock A.M. and from such examination finds:

1st: No deeds, mortgages, or other instruments or conveyances, Plats, Sheriff's Certificates, Attachments, Lis Pendens, or Notices of Federal Liens, of record or on file in said County, affecting the title to the real estate described in the Caption hereof except as shown in this abstract ~~from~~^{at} entry number 45. ~~to entry number-----.~~

2nd: No unsatisfied judgments in the office of the Clerk of Courts docketed in said County ~~within the last ten years against~~

August Paulsen - Barbara Paulsen -
since November 21, 1932 at 8 o'clock A.M.

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

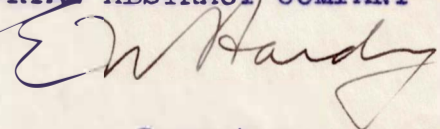
3rd: No suits at law or equity, special proceedings or probate proceedings affecting the title to the premises described in the Caption of this Abstract.

4th: No unredeemed or uncanceled Tax Sales on said real estate for taxes for the years 1932. ~~to~~ ~~both-inclusive.~~
Taxes for the year 1933 not examined.

Waukesha, Wisconsin, January 31st, 1934 at 8 o'clock A.M.

HARDY-RYAN ABSTRACT COMPANY

By



Secretary.



OFFICE OF

HARDY-RYAN ABSTRACT CO.
HARDY & RYAN BLDG.

Abstracts of Title, Real Estate, Loans and Insurance
WAUKESHA, WISCONSIN

TELEPHONE 321

CONTINUATION OF

ABSTRACT OF TITLE

TO

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

The Southwest Quarter of Section Number 17,
and the East one-half of the Southeast Quarter
of Section 18, and the North half of the
Northwest Quarter of Section 20, all in Town-
ship 5 North of Range 17 East, containing in
all 320 acres of land, more or less.

Also: A strip of land 2 rods wide on the East
side of the Southeast Quarter of the Northwest
Quarter of Section 20, Township 5 North of
Range 17 East.

By reference to the records in the Office of the Register of Deeds in and for Waukesha County, Wisconsin, we find Lis Pendens #4826 filed on February 15, 1934 wherein Palmyra State Bank is plaintiff and August Paulsen and Barbara Paulsen, his wife; Herman J. Jongebloed and Adella Jongebloed, his wife; William Frye and Clara Frye, his wife, are Defendants in an action had in the County Court of Waukesha County, Wisconsin for the foreclosure of mortgage recorded in Volume 74 of Mortgages on page 624, shown at entry #42; that thereafter due proceedings were had in said action and April 25, 1934 Judgment was filed wherein \$13970.85 is found due; that thereafter due proceedings were had and on Feb. 11, 1936 Verified Petition of A. J. Steinhoff was filed wherein it states among other things that he is the duly appointed, qualified and acting Receiver of the real estate described in the judgment in the above entitled action (which real estate is described as: The east one half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) of Section eighteen (18) and the Southwest quarter ($\frac{1}{4}$) of Section seventeen (17) and the North half ($\frac{1}{2}$) of the Northwest quarter ($\frac{1}{2}$) of Section twenty (20). Also a strip of land two (2) rods wide off of the entire length of the east side of the Southeast quarter ($\frac{1}{4}$) of the Northwest quarter ($\frac{1}{4}$) of Section number twenty (20) subject to the obligation of maintaining the fence on the west side and entire length of said strip. All of the above described land being in the Town of Eagle, Town Five (5) North, Range seventeen (17) East, and containing 321 acres according to Government Survey); that he has completed his duties as such Receiver; that the said cause of action has been settled; that as he is informed and verily believes the said plaintiff has sold, assigned, transferred and set over all its right, title and interest of, in and to said cause of action and the judgment in said action and of, in and to the said balance in his hands to Edward Brewin, A. J. Steinhoff and W. R. Norris as Trustees of the Segregated Trust of Palmyra State Bank of Palmyra. Wherefore, he prays that an order may be made approving his doings and his said account as such Receiver, awarding to him such fees for services as may be just and reasonable, authorizing and directing him to pay the balance in his hands after deducting the amount allowed for his services to the plaintiff or to the assignees of the plaintiff, and discharging him and his bond from all further liability as such Receiver. Feb. 11, 1936 Order filed wherein IT IS ORDERED that the account of said Receiver be and the same hereby is in all things confirmed, ratified and approved. IT IS FURTHER ORDERED that the said Receiver retain from the balance of funds in his hands as reported the sum of Thirty-five Dollars (\$35) as just and reasonable compensation for his services, and that he turn over the balance of said funds in his hands, amounting to Four Hundred Twenty-five and 33/100 Dollars (\$425.33), to Trustees of the Segregated Trust of Palmyra State Bank of Palmyra, Jefferson County, Wisconsin, the said Trustees being Edward Brewin, A. J. Steinhoff and W. R. Norris. IT IS FURTHER ORDERED that said receivership be and the same hereby is closed and the said Receiver and his bond discharged from any and all further duties or liabilities as Receiver or bondsmen.

"Note" The Mortgage has been released and the judgment paid; therefore, we are not setting the above proceedings out in full. See Judgment and satisfaction thereof at Entry #47.

Palmyra State Bank

#1068

-vs-

Foreclosure Judgment
\$13970.85

County Court

August Paulsen

Dated Apr. 4, 1934
Docketed Apr. 30, 1934

Lockney & Lowry, Attorneys for
Judgment Creditor.

On margin: "Paid and satisfied in full this 12th day of March 1936.
Lockney & Lowry, Pltffs. Attys. Witness: S. D. Connell, Clerk."

Palmyra State Bank, a Wisconsin Corporation, Earl Garbutt, President. Countersigned: W. R. Norris, Cashier. Corporate Seal.

Vol. 180 page 550
Document #206582

Dated Feb. 21, 1936
Recorded Feb. 28, 1936
Acknowledged Feb. 21, 1936

To Release

August Paulsen and Barbara Paulsen, his wife

By the President and Cashier of the above named corporation before Ada Seamon, Notary Public, Jefferson County, Wis. Two witnesses.

Releases the mortgage recorded in Volume 74 of Mortgages, on page 624, Document #116410, shown at entry No. 42.

August Paulsen and Barbara Paulsen, his wife

Vol. 244 page 190
Document #199652

Dated July 22, 1933
Recorded Dec. 14, 1934
Acknowledged July 22, 1933

To W. Deed
\$1.00 etc.

Herman J. Jongebloed

Before William C. Mertens, Notary Public, Milwaukee County, Wis. Two witnesses.

The East One-half (E. $\frac{1}{2}$) of the South West One-quarter (S.W. $\frac{1}{4}$) of Section Eighteen (18), Township numbered Five (5) North of Range numbered Seventeen (17) East, the South West One-quarter (S.W. $\frac{1}{4}$) of Section numbered Seventeen (17), Township numbered Five (5) North of Range numbered Seventeen (17) East, the North One-half (N. $\frac{1}{2}$) of the north west one-quarter (N.W. $\frac{1}{4}$) of Section numbered Twenty (20) Township numbered Five (5) North of Range numbered Seventeen (17) East, also a strip of land two (2) rods wide off the entire length of the East side of the South East One-quarter (S.E. $\frac{1}{4}$) of the North West one-quarter (N.W. $\frac{1}{4}$) of Section Twenty (20), subject to the obligations of maintaining the fence on the West side and entire length of said strip.

\$1.00 stamps attached and cancelled.

Except one (1) recorded mortgage, one for \$13,000.00 Interest due on \$13,000.00 due from February 1st, 1933, 6% per annum.

Herman J. Jongebloed and Adele Jongebloed, his wife

Vol. 251 page 611
Document #199653

Dated Aug. 20, 1934
Recorded Dec. 14, 1934
Acknowledged Aug. 20, 1934

To Q. C. Deed
\$1.00 etc.

Emil A. Karnopp, single

Before James W. Lane, Notary Public, Milwaukee County, Wis. Two witnesses.

The East $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 18, Town 5 North of Range 17 East; the South West $\frac{1}{4}$ of Section 17, Town 5 North of Range 17 East; the North $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 20, Town 5 North, of Range 17 East, also a strip of land 2 rods wide off the entire length of the East side of the South East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, subject to the obligations of maintaining the fence on the West side and entire length of said strip. (Premises are conveyed subject to outstanding incumbrances.)

cast by the unjust claims of said defendants may be removed; that the legal title to said lands and premises, as in fee simple be decreed and adjudged to be in the plaintiffs hereinbefore set forth; and that the court adjudicate all matters within the scope of this complaint affecting the title to said lands and premises and establish the title according to the facts as the same shall appear to the court, as by statute in such case made and provided; and that the plaintiffs have such other and further or different order, judgment or relief as the court shall deem just and equitable in the premises; and that the plaintiffs have judgment for their costs and disbursements of this action against any and all of the said defendants who may appear to contest the same, as by statute in such case made and provided.

Feb. 13
1 9 3 6

Order for Hearing Petition for appointment of Guardian ad Litem filed, wherein IT IS ORDERED that said application be heard before the County Court of Waukesha County at the time of hearing said above entitled action.

IT IS FURTHER ORDERED that notice of such application be given to all infant, insane or incompetent defendants by publication of said notice at the foot of the summons in the above entitled matter in the Eagle Quill, a newspaper printed and published in Waukesha County, Wisconsin, once in each week for at least three weeks successively, prior to the hearing of said application, the said newspaper being designated as most likely to give notice to said infant, insane or incompetent defendants.

Do.

Verified petition of Lockney & Lowry, Attorneys for Petitioners, the plaintiffs, filed, wherein petitioners pray that at the time of hearing said action some suitable and competent person be appointed guardian ad litem for infant, insane or incompetent defendants for whom a guardian ad litem shall not have been previously appointed.

Feb. 28
1 9 3 6

Affidavit of Ben Gilbertson filed, wherein he states that he is an adult citizen and resident of Jefferson County, Wisconsin; that on the 20th day of February, 1936 at the Village of Eagle, in Waukesha County and State of Wisconsin, he personally served the annexed Summons and Complaint on the above named defendant FRANCIS DRAPER by then and there delivering to him personally and leaving with him a true copy of said Summons and Complaint, and that he knew the person so served to be the person mentioned and described in said summons as one of the defendants therein.

That on the 20th day of February, 1936 at the Village of Palmyra in Jefferson County, and State of Wisconsin he personally served the annexed Summons and Complaint on the above named defendant ARTHUR G. CARLIN by then and there delivering to him personally and leaving with him a true copy of said Summons and Complaint, and that he knew the person so served to be the person mentioned and described in said summons as one of the defendants therein.

That on the 20th day of February, 1936, at the Village of Palmyra, in Jefferson County and State of Wisconsin he personally served the annexed summons and Complaint on the above named defendant Robert L. Turner by then and there delivering to him personally and leaving with him a true copy of said Summons and Complaint, and that he knew the person so served to be the person mentioned and described in said summons as one of the defendants therein.

That on the 20th day of February, 1936, at the Village of Palmyra, in Jefferson County and State of Wisconsin he personally served the annexed Summons and Complaint on the above named defendant CHRISTIE CARLIN by then and there delivering to him personally and leaving with him a true copy of said Summons and Complaint, and that he knew the person so served to be the person mentioned and described in said summons as one of the defendants therein.

That on the 21st day of February, 1936 at the Town of Eagle, in Waukesha County and State of Wisconsin he personally served the annexed Summons and Complaint on the above named defendant WILLIAM C. TURNER by then and there delivering to him personally and leaving with him a true copy of said Summons and Complaint, and that he knew the person so served to be the person mentioned and described in said summons as one of the defendants therein.

That each and all of the times of such service as aforesaid,

he endorsed upon each and all of the copies so served and delivered as aforesaid the said date of such service in each instance and signed his name thereto.

- Feb. 13, 1936. Certified copy of Lis Pendens filed in the Office of the Clerk of Courts in and for Waukesha County, Wisconsin.
- Mar. 17, 1936. Proof of Publication filed showing copy of summons published in the Eagle Quill, a public newspaper published at the Village of Eagle, in said county, and that a notice was published in said newspaper once each week for the period of 3 successive weeks, the first publication being on the 14 day of Feby. 1936. and the last on the 28 day of Feby. 1936.
- Mar. 31, 1936. Affidavit of Henry Lockney filed, wherein he states that he is one of the attorneys for the plaintiffs above named and makes this affidavit for and in their behalf; that the above entitled action was duly commenced by the issuance of a summons therein, the original of which was filed in the office of the Clerk of said Court on the 13th day of February, 1936; that the complaint of the plaintiff herein is verified; that the summons and verified complaint were filed prior to the first publication; that the subject of said action is real property in this state and the defendants and each of them have or claim a lien or interest, actual or contingent therein, and that the relief demanded consists wholly or partially in excluding the defendants and each of them from any interest or lien therein; that the said defendants, except the defendants Francis Draper, Arthur G. Carlin, Robert L. Turner, Christie Carlin and William C. Turner, are unknown; that the defendants above named are all necessary and proper parties to said action; that the said Court has jurisdiction of the subject of said action; that the residences and post office addresses of said defendants, except the defendants last named, are unknown; that the defendants last named have been duly and personally served within the State of Wisconsin with a copy of the summons and complaint herein; that the cause of action stated in the complaint in this action arose within the State of Wisconsin and is founded on contract; that the action is to foreclose a lien or claim upon real estate; that the Eagle Quill is a newspaper published in the County of Waukesha, Wisconsin and is likely to give notice of the pendency of this action to the defendants; that the said summons was published once a week for three weeks in said Eagle Quill, as appears by an affidavit of the printer filed herein.
- Do. Affidavit of No Answer filed as to all defendants except the answer of Austin J. Baird, Guardian ad Litem, nor has any such been served or filed; and that said defendants have in no manner appeared herein, except by Guardian ad Litem, as above stated.
- Do. Affidavit of Walter A. Liskowitz filed wherein he states that he is the Sheriff of Waukesha County, Wisconsin; that the Summons and Complaint in said action were handed to him for service upon said defendants, except the defendants Francis Draper, Arthur G. Carlin, Robert L. Turner, Christie Carlin and William C. Turner on the 13th day of February, 1936; that he has made due and diligent search, inquiry and effort to make service of said Summons and Complaint upon the said defendants, except the defendants last named, and each, either or any of them, but that after such due and diligent search, inquiry and effort, he is unable to find the said defendants or any of them, except the defendants last named, within the State of Wisconsin, and is unable to make service of said Summons and complaint upon said defendants or any of them within the State of Wisconsin, except the defendants last named; that he has made due and diligent search, inquiry and effort to ascertain the post office addresses and residences of said defendants and each of them, but that after due and diligent search, inquiry and effort to that end, he has been unable to ascertain the post office addresses or residences of said defendants or any of them, except the defendants above named, and that he is credibly informed and verily believes that

said defendants and each and all of them, except the defendants above named, are either non-residents of the State of Wisconsin or are dead.

Mar. 31 Order filed, wherein IT IS ORDERED that Austin J. Baird, an
1 9 3 6 attorney of this court, being a competent and suitable person to appear herein for said infant, insane or incompetent defendants, do and he hereby is appointed Guardian ad Litem to appear for them on the trial and hearing of said action.

Attached thereto is the consent of Austin J. Baird to act as Guardian ad Litem.

Do. Answer of Guardian ad Litem filed.

Do. Findings of Fact and Conclusions of Law filed.

-- Clerk's Fee Bill filed.

Mar. 31 Judgment filed as follows:
1 9 3 6

TITLE OF CASE:

At a regular term of the County Court of Waukesha County, begun and held at the Court House in the City of Waukesha, in said County and State, commencing on the 1st Wednesday of March, 1936, and on the 31st day of March, 1936.

Present and Presiding: HON. DAVID W. AGNEW, County Judge.

The above entitled action having been duly commenced by service of the summons herein on all of said defendants, except the defendants Francis Draper, Arthur G. Carlin, Robert L. Turner, Christie Carlin and William C. Turner, by publication and by service of the summons and complaint on the defendants, Francis Draper, Arthur G. Carlin, Robert L. Turner, Christie Carlin and William C. Turner personally within the State of Wisconsin; and due proof of such service having been made and filed herein; and the time for answering said summons and complaint having expired, and no answer, demurrer or notice of appearance having been filed or served upon or received by the plaintiffs or their attorneys by, from or in behalf of any of said defendants, except that any unknown infants or incompetents have answered by their Guardian ad Litem, Austin J. Baird; and said defendants being now in default, except as above stated; and due proof of such failure to appear, answer or demur by any of the defendants, except as above stated, being now on file herein; and appearing at this time in open court said plaintiffs by Lockney & Lowry, their attorneys, and any unknown infants or incompetents by Austin J. Baird, their Guardian ad Litem, and there being no other appearances; and due notice of the pendency of this action having been filed in the office of the Register of Deeds for said county on the 13th day of February, 1936, and due proof of such filing being now on file herein; and the Court having taken testimony in open court as to the existence of sufficient facts to authorize substituted service of the summons and complaint, as required by section 262.12, and as to whether service of the summons and complaint was in fact made as required by Section 262.13 as to all of said defendants except the defendants Francis Draper, Arthur G. Carlin, Robert L. Turner, Christie Carlin and William C. Turner; and the Court having heard the evidence offered and produced in open court and examined and considered the complaint herein, which is duly verified, and listened to the arguments of counsel, and being now sufficiently advised in the premises; and the place of abode of the plaintiff Edward Brewin being R. F. D, Jefferson, Wisconsin, and his occupation trade or profession being farmer; and the place of abode of the plaintiff A. J. Steinhoff being R. F. D, Eagle, Wisconsin, and his occupation trade or profession being farmer; and the place of abode of

the plaintiff W. R. Norris being Palmyra, Wisconsin, and his occupation, trade or profession being banker; and the place of abode of the defendant Arthur G. Carlin being Palmyra, Wisconsin, and his occupation, trade or profession being retired; and the place of abode of the defendant Christie Carlin being Palmyra, Wisconsin, and his occupation, trade or profession being retired; and the place of abode of the defendant Robert L. Turner being Palmyra, Wisconsin, and his occupation trade or profession being retired; and the place of abode of the defendant William C. Turner being Eagle, Wisconsin, and his occupation, trade or profession being farmer; and the place of abode of the defendant Francis Draper being Eagle, Wisconsin, and his occupation, trade or profession being retired; and the place of abode, occupation, trade or profession of the other defendants being unknown; and the Trial Judge having heretofore made and filed his Findings of Fact and Conclusions of Law wherein judgment is ordered as hereinafter adjudged;

NOW, THEREFORE, on motion of Lockney & Lowry, attorneys for the plaintiffs,

IT IS ORDERED, ADJUDGED AND DECREED that the facts required by Section 262.12 to exist in order to authorize substituted service of the Summons and Complaint do and did at the time of the service as herein made in fact exist.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Summons and Complaint herein were in fact served as required by Section 262.13 as to all of said defendants except Francis Draper, Arthur G. Carlin, Robert L. Turner, Christie Carlin and William C. Turner.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the absolute title in fee simple of, in and to all and singular the lands and premises described as follows, to-wit: Those certain lands and premises situate, lying and being in Waukesha County, Wisconsin as follows, to-wit:

The Southwest Quarter of Section Number 17, and the East One-half of the Southeast Quarter of Section 18, and the North half of the Northwest Quarter of Section 20, all in Township 5 North of Range 17 East, containing in all 320 acres of land, more or less.

Also: A strip of land 2 rods wide on the East side of the Southeast Quarter of the Northwest Quarter of Section 20, Township 5 North of Range 17 East. It being intended to convey a strip of land 2 rods wide along the East side of the above described 40 acre lot for a private road. was at the time of the commencement of this action and now is in the said plaintiffs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the legal title in fee simple to said lands and premises be and the same hereby is decreed and adjudged to be in the said plaintiffs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said defendants and each and all of them be and they hereby are foreclosed of all right, title and interest, of, in or to said lands.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said defendants, known and unknown, and all persons claiming by, through or under them or any or either of them be forever barred against having or claiming any right, title, interest, claim or lien in, to or upon said lands and premises described in this judgment or any part thereof, and that the title to said lands and premises be and the same hereby is quieted in the said plaintiffs as hereinbefore set forth, adjudged and

decreed; and that the clouds cast by the unjust claims of said defendants and each and every of them and all persons claiming by, through or under them, or either of them, upon said lands and premises be and the same hereby are removed.

By the Court,

David W. Agnew,

County Judge.

Certified copy of the foregoing Judgment was recorded in the Office of the Register of Deeds in and for Waukesha County, Wisconsin on March 31, 1936 as Document No. 207061, in Volume 261 of Deeds page 145.

HARDY-RYAN ABSTRACT COMPANY hereby certifies that it has 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 January 31st, 1934 at 8 o'clock A. M. and from such examination finds:

1st: No deeds, mortgages, or other instruments or conveyances, Plats, Sheriff's Certificates, Attachments, Lis Pendens, 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 except as shown in this abstract from entry number 46 to entry number 53 .

2nd: No unsatisfied judgments in the office of the Clerk of County and Circuit Courts docketed in said County within the last ten years against Herman J. Jongebloed -- Emil A. Karnopp -- TRUSTEES OF THE SEGREGATED TRUST OF PALMYRA STATE BANK, OF PALMYRA -- nor since January 31st, 1934 at 8 o'clock A. M. against August Paulsen -- Barbara Paulsen

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, except as herein shown.

4th: No unredeemed or uncanceled Tax Sales on said real estate for taxes for the years 1933 to 1934 both inclusive. Taxes for the year 1935 have been paid.

Waukesha, Wisconsin, April 1, 1936 at 8 o'clock A. M.

HARDY-RYAN ABSTRACT COMPANY

By

E. W. Hardy
Secretary.



OFFICE OF

HARDY-RYAN ABSTRACT CO.
HARDY & RYAN BLDG.

Abstracts of Title, Real Estate, Loans and Insurance

WAUKESHA, WISCONSIN

TELEPHONE 321

CONTINUATION OF

ABSTRACT OF TITLE

TO

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

The Southwest Quarter of Section Number 17,
and the East one-half of the South east
Quarter of Section 18, and the North half
of the Northwest Quarter of Section 20, all
in Township 5 North of Range 17 East, con-
taining in all 320 acres of land, more or
less.

Also: a strip of land 2 rods wide on the
East side of the Southeast Quarter of the
Northwest Quarter of Section 20, Township
5 North of Range 17 East.

HARDY-RYAN ABSTRACT COMPANY hereby certifies that it has 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 April 1, 1936 at 8 o'clock A. M. and from such examination finds:

1st: No deeds, mortgages, or other instruments or conveyances, Plats, Sheriff's Certificates, Attachments, Lis Pendens, 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 except as shown in this abstract from entry number 54 to entry number 55 .

2nd: No unsatisfied judgments in the office of the Clerk of County and Circuit Courts docketed in said County since April 1, 1936 at 8 o'clock A. M. against Trustees of the Segregated Trust of Palmyra State Bank, of Palmyra -

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, except as herein shown.

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

Waukesha, Wisconsin, August 4, 1936 at 8 o'clock A. M.

HARDY-RYAN ABSTRACT COMPANY

By


Secretary.



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

OFFICE OF

HARDY-RYAN ABSTRACT CO.

HARDY & RYAN BLDG.

Abstracts of Title, Real Estate, Loans and Insurance

WAUKESHA, WISCONSIN

TELEPHONE 321

CONTINUATION OF

ABSTRACT OF TITLE

TO

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

The Southwest Quarter of Section Number 17, and the East one-half of the South east quarter of Section 18, and the North half of the Northwest Quarter of Section 20, all in Township 5 North of Range 17 East, containing in all 320 acres of land, more or less.

Also: a strip of land 2 rods wide on the East side of the Southeast Quarter of the Northwest Quarter of Section 20, Township 5 North of Range 17 East.

Palmyra State Bank, a Wisconsin Banking Corporation, By Earl Garbutt, President. Attest: W. R. Norris, Cashier. No corporate Seal.

Vol. 259 page 400

Document #209410

Dated Jan. 20, 1933

Recorded Aug. 17, 1936

Acknowledged Aug. 17, 1936

Before Ada Seamon, Notary Public, for Jefferson County, Wis. Two witnesses.

And Trust Agreement

W. R. Norris, Ed. (Signs: Edward) Brewin, and A. J. (Signs: Anton J.) Steinhoff as Trustees

THIS AGREEMENT made and executed this 20th day of January, 1933, by and between Palmyra State Bank, a Wisconsin Banking Corporation, of Palmyra, Wisconsin, hereinafter referred to as the Bank, and W. R. Norris, Ed. Brewin, and A. J. Steinhoff as Trustees, hereinafter referred to as the Trustees, under agreements to be executed by the depositors of said Bank assigning to the Trustees herein named claims against the Bank in trust for the purposes herein set forth.

It is agreed between the Bank and the Trustees as follows:

The Bank further agrees that upon the execution of this agreement and the prior or subsequent execution and acceptance of depositor's in the manner, form and amount hereinafter provided, it will convey, assign, and set over to the Trustees the assets of said Bank which are listed in EXHIBIT "A" x x x x x x x x x x

The Trustees shall have full power to administer, hold, collect, exchange, dispose of, and otherwise convert or liquidate any asset or assets listed in EXHIBIT "A" to which they have complete title, and any other property which they may acquire by reinvestments, exchange or otherwise, in connection with the administration of such trust, x x x. Such Trustees x x x x may purchase prior incumbrances, judgments, liens, etc., upon trust property, and incur or make any other disbursements necessary to preserve the trust assets, which in the judgment of the Trustees it is reasonably necessary so to do to protect the interests of the beneficiaries of such trust.

For a period of two years next succeeding the date hereof, the Bank shall have a right to exchange any asset now held and owned by it at its cost or book value, whichever is lower, for any asset or assets, except cash, which may be included within the trust estate, and the value of the assets received in such exchange from the trust shall be of the amount set forth in EXHIBIT "A", and if not listed therein, in the amount at which such asset or assets are carried upon the books of the Trustees, x x x x x x x x x x x x x x x x. Upon demand by the Bank for an exchange of assets in accordance with this trust agreement, the Trustees shall promptly make and execute such exchange.

The Trustees immediately upon the execution of this agreement, shall make, execute, and deliver to the Commissioner of Banking of the State of Wisconsin, and his successors in office, a joint and several surety bond running to the Commissioner of Banking of the State of Wisconsin, in the penal sum of Five Thousand (\$5000.00) Dollars, with such surety or sureties thereto as the Commissioner of Banking of the State of Wisconsin shall approve.

Said Trustees are hereby authorized to hold, invest and re-invest the assets constituting the corpus of the trust, and such holding investment and reinvestment may be made by them without regard to any limitations imposed by the Wisconsin Statutes now in effect, or hereinafter enacted, in respect to trust fund investments.

This trust agreement shall be liberally construed to give the said Trustees and the Commissioner of Banking full power and authority to do any and all acts necessary to carry out the provisions of this trust, and to administer, preserve and liquidate said assets for the benefit of the depositors.

We, the undersigned officers of the Palmyra State Bank, of Palmyra, Wisconsin, and the Secretary of the Trustees of the Segregated Trust of Palmyra State Bank, Palmyra, Wisconsin, hereby certify that the foregoing are true copies of those portions of the trust agreement which pertain to the rights and powers of both the Bank and the Trustees in handling any and all assets which are legally in their charge.

PALMYRA STATE BANK, PALMYRA, WISCONSIN

By Earl Gerbutt President.

W. R. Norris Cashier.

TRUSTEES OF THE SEGREGATED TRUST OF
PALMYRA STATE BANK, PALMYRA, WISCONSIN

By W. R. Norris, Secretary.

(Corporate Seal)

Two witnesses.

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The Trustees of the Segregated Trust of Palmyra State Bank of Palmyra, Jefferson County, Wisconsin. Edward Brewin, Trustee-Chrmn. A. J. Steinhoff, trustee. W. R. Norris, Trustee-Sec'y.

Vol. 262 page 82

Document #209461

Dated July 31, 1936

Recorded Aug. 21, 1936

Acknowledged July 31, 1936

By the Trustees of the Segregated Trust of Palmyra State Bank of Palmyra, before Ada Seamon, Notary Public, Jefferson County, Wis. Two witnesses.

To W. Deed
\$10,200.00

Math. H. Kau and Gertrude Kau, his wife, as joint tenants or to the survivor

The Southwest Quarter of Section Number Seventeen (S.W. $\frac{1}{4}$ Sec. 17); the East One-half of the Southeast Quarter of Section Eighteen (E $\frac{1}{2}$ S.E. $\frac{1}{4}$ Sec. 18); and the North Half of the Northwest Quarter of Section Twenty (N. $\frac{1}{2}$ N.W. $\frac{1}{4}$ Sec. 20), all the foregoing being in Township Five (5) North of Range Seventeen (17) East, containing in all Three Hundred Twenty (320) acres of land, more or less.

Also: A strip of land Two (2) rods wide on the East side of the Southeast Quarter of the Northwest Quarter of Section Twenty, Township Five North of Range Seventeen East (Strip 2 rds. wide on E. side S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ "20"5"17E), - it being intended to convey a strip of land 2 rods wide along the east side of the above described 40 acre lot for a private road.

\$10.50 stamps attached and cancelled.

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Mat. H. (Signs: Math. H.)
Kau and Gertrude Kau, his
wife, as wife, and in her
own right

Vol. 188 page 599

Document #209462

Dated July 31, 1936

Recorded Aug. 21, 1936

Acknowledged July 31, 1936

Before C. C. Bancroft, Notary Public,
Waukesha County, Wis. Two witnesses.

To Mortgage
\$9000.00

Waukesha National Bank, Trustee
of the Trust Estate of Charles
Thompson, Deceased

A part of the South West Quarter (SW $\frac{1}{4}$) of Section Twenty eight (28) Township Six (6) North of Range Twenty (20) East, containing Sixty one and eighteen hundredths (61.18) acres, more or less, and which said land is bounded on the West by the Highway; on the North by the land of N. C. Orth on the East by the land of Jane

McKowan; and on the South by the Section line of said Section, Waukesha County, Wisconsin.

The Southwest Quarter of Section Number 17, and the East one-half of the Southeast Quarter of Section 18, and the North half of the Northwest Quarter of Section 20, all in Township 5 North of Range 17 East, containing in all 320 acres of land, more or less.

Also: A strip of land 2 rods wide on the East side of the Southeast Quarter of the Northwest Quarter of Section 20, Township 5 North of Range 17 East, Waukesha County, Wisconsin.

Nine Thousand and 001/00 Dollars, according to the conditions of One certain promissory note bearing even date herewith.

OPEN OF RECORD.

"Note." See Note at entry No. 59.

Rel

HARDY-RYAN ABSTRACT COMPANY hereby certifies that it has 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 August 4, 1936 at 8 o'clock A. M. and from such examination finds:

1st: No deeds, mortgages, or other instruments or conveyances, Plats, Sheriff's Certificates, Attachments, Lis Pendens, 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 except as shown in this abstract from entry number 56 to entry number 58 .

2nd: No unsatisfied judgments in the office of the Clerk of County and Circuit Courts docketed in said County within the last ten years against MATH. H. KAU -- GERTRUDE KAU -- nor since August 4, 1936 at 8 o'clock A. M. against Trustees of the Segregated Trust of Palmyra State Bank, of Palmyra

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 -----to -----both inclusive.

Waukesha, Wisconsin, August 24, 1936 at 8 o'clock A. M.

HARDY-RYAN ABSTRACT COMPANY

By

Secretary.



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

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

Abstracts of Title, Real Estate, Loans and Insurance

WAUKESHA, WISCONSIN

TELEPHONE 321

CONTINUATION OF

ABSTRACT OF TITLE

TO

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

The Southwest Quarter ($SW\frac{1}{4}$) of Section Number Seventeen (17), and the East One-half ($E\frac{1}{2}$) of the South East Quarter ($SE\frac{1}{4}$) of Section Number Eighteen (18), and the North half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Number Twenty (20), all in Township Number Five (5) North of Range Number Seventeen (17) East, containing in all Three hundred and twenty (320) acres of land, more or less.

ALSO: A strip of land Two (2) rods wide on the East side of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Number Twenty (20), in Township Number Five (5) North of Range Number Seventeen (17) East.

By reference to the records in the office of the Probate Judge in and for Waukesha County, Wisconsin, we find that Charles Thompson, died at the Town of Summit, County of Waukesha, Wisconsin, on July 22, 1912, leaving a Last Will and Testament which was duly admitted to probate in said County on September 10, 1912, wherein Benjamin G. Edgerton is named Executor; thereafter due proceedings were had in said estate, and on September 10, 1912 Letters Testamentary were issued to said Benjamin G. Edgerton who duly qualified to act as such Executor; on February 6, 1914, Order Allowing Final Account and Assigning Residue of Estate was filed, which states in part as follows:

"IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the residue of the personal property, amounting to the sum of Fifty five thousand one hundred twenty six 33/100 dollars, be and the same is hereby assigned in accordance with the terms of the last Will and Testament of said deceased as follows: all of the said residue of the personal property to B. G. Edgerton, in trust, for the uses and purposes provided in said will during the life time of the said Henry H. Thompson and Mary E. Thompson; upon the death of the survivor of said Henry H. Thompson and Mary E. Thompson, the sum of Ten Thousand Dollars to the County of Waukesha, Wisconsin, in trust as provided in said will and the balance to the then living children of the testator's brothers and sisters." Also discharges said executor and cancels his bond.

December 8, 1914 - Petition and Order filed appointing Benjamin G. Edgerton, Trustee of said Trust.

May 1, 1925 - Letters of Trust issued to said Benjamin G. Edgerton and the Bond as heretofore ordered on December 8, 1914 was approved and filed.

October 21, 1931 - Resignation of B. G. Edgerton, Trustee filed.

January 2, 1932 - Letters of Trust issued to The Waukesha National Bank, of Waukesha, Wisconsin.

"Note." We find that the Waukesha National Bank is still acting as such Trustee at this time.

Math H. Kau and Gertrude Kau,
his wife and in her own right

Vol. 278 Deeds page 187.
Document #236104.

To W. Deed
\$1.00 etc.
George G. Kau

Dated Oct. 9, 1940,
Recorded Oct. 9, 1940,
Acknowledged Oct. 9, 1940.,

Before Richard S. Hippenmeyer, Notary
Public, Waukesha County, Wisconsin.
2 witnesses.

The Southwest Quarter of Section Number Seventeen (S.W. 1/4 Sec. 17); The East one-half of the Southeast Quarter of Section Eighteen (E. 1/2 S.E. 1/4 Sec. 18); and the North Half of the Northwest Quarter of Section Twenty (N. 1/2 N.W. 1/4 Sec. 20), all the foregoing being in Township Five (5) North of Range Seventeen (17) East, containing in all Three Hundred Twenty (320) acres of land, more or less. Also: A strip of land Two (2) rods wide on the east side of the Southeast Quarter of the Northwest Quarter of Section Twenty, Township Five North of Range Seventeen East (Strip 2 rds wide on E. side S.E. 1/4 of N.W. 1/4 "20"5" 17 E), - it being intended to convey a strip of land 2 rods wide along the east side of the above described 40 acre lot for a private road.

\$16.50 Stamps attached and cancelled.

Except a mortgage in the sum of \$9,000.00 in favor of the Waukesha National Bank, Trustee of the Trust Estate of Charles Thompson, Deceased, which grantee assumes and agrees to pay.

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George G. Kau

Vol. 213 Mtgs. page 111.
Document #236105.

To
Math H. Kau and Gertrude Kau,
his wife, or the survivor
thereof

Mortgage
\$9000.00

Dated Oct. 9, 1940,
Recorded Oct. 9, 1940,
Acknowledged Oct. 9, 1940.,

Before Richard S. Hippenmeyer, Notary
Public, Waukesha County, Wisconsin.
2 witnesses.

Same premises as described at entry No. 60.

Except a mortgage in the sum of \$9,000.00 in favor of the Waukesha National Bank trustee of the Trust Estate of Charles Thompson, Deceased.

Nine Thousand (\$9,000.00) Dollars, according to the conditions of one certain promissory note bearing even date herewith.

"Open of Record."

Released

HARDY-RYAN ABSTRACT COMPANY hereby certifies that it has 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 August 24, 1936 at 8 o'clock A.M.

and 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 except as shown in this abstract from entry number 59 to entry number 61.

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 24, 1936 at 8 o'clock A.M. against -- Math. H. Kau -- Gertrude Kau -- or within the last ten years against -- GEORGE G. KAU --

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, except as herein shown.

4th: No unredeemed or uncanceled Tax Sales on said real estate for taxes for the years 1936 to 1939 both inclusive. Taxes for the year 1940 have been paid.

Waukesha, Wisconsin, September 8, 1941 at 8 o'clock A.M.

HARDY-RYAN ABSTRACT COMPANY

By 
Secretary.



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