Wm. W. Perry

TO

Joseph J. Lurvey

Land Contract.

[F. 1 B.]

State of Wisconsin,

Wm. M. Perry County, } ss

Personally came before me this 18th day of May, A. D. 1875, the above named Wm. M. Perry and Joseph J. Lurvey to, known to me to be the person who executed the foregoing instrument, and acknowledged the same.

Francis G. Parks
Notary Public.

Joseph J. Lurvey

Land Contract.

This Article of Agreement, Made and concluded this 18th day of May, one thousand eight hundred and ninety five by and between William W. Perry of Eagle Waukesha County and State of Wisconsin party of the first part, and Joseph J. Lusvey of Ottawa County and State Aforesaid party of the second part,

Witnesseth, First, That the said party of the second part hereby agree and bind himself his legal representatives, to pay, or cause to be paid, to the said party of the first part, his heirs or assigns, the sum of Two Thousand Dollars, in the manner following: Three Hundred Dollars at the ensealing and delivery thereof; and Seventeen Hundred Dollars July 1st 1895

The said payments to be made to the party of the first part, in person,

and the same being intended to apply, when fully completed, as the purchase money of the following tract, piece or parcel of land, situate in the County of Waukesha and State of Wisconsin to wit: Commencing on the East line of Jericho Street in the village of Eagle at the Southeast corner of lot deeded by Thomas Williams and C. B. Stange to William and of even date with deed to Wm W. Perry; thence ... East on South Street One Hundred and Twenty (120) feet; thence South One Hundred and Ninety seven (197) feet; thence West One Hundred and Twenty (120) feet; thence North on the East line of Thomas Williams lot One Hundred and Ninety seven (197) feet to the place of beginning. Also a piece of land bounded as follows Commencing at the Southeast corner of lot owned by William Wilson and on the West line of the Eagle and Elkhorn Branch of the C. M. & St. P. Ry; thence West on the South line of said William Wilson lot Two Hundred and Forty Eight (248) feet to a point in range with the East line of the South part of Sherman Street; thence South Sixty one (61) feet; thence East Two Hundred and Forty Eight (248) feet to stake and rail fence; thence North on the said West Ry line Sixty one (61) feet to the place of beginning containing fifty five square rods. The party of the second part is to build and keep in repair the fence on the South line of the last described piece. All of the above described land is on the South part of the Northwest quarter of the South East quarter of Section Twenty Two (22) Township Five (5) North Range Nineteen (19) East

The said party of the second part **Further Agree and Covenant,** that he will pay all taxes, special or general, which have been assessed on the above described premises since ~~the first of January~~ Sept 1st 1895, and also all such as may be hereafter assessed thereon, whenever such taxes shall become due and payable by law, until the aforesaid purchase money shall be fully paid, in the manner above stated; and also to hold the said premises, from the date hereof, as the tenant of sufferance of the said party of the first part, subject to be removed as tenant holding over, by process under the statute in such case made and provided, whenever default shall be made in the payment of any of the installments of purchase money above specified; and also to keep the building, fences and improvements on said premises in as good repair and condition as they now are, except ordinary wear and decay, and damage by the elements.

Second. That the said party of the first part, hereby agree and bind himself his heirs, executors and administrators, that in case the aforesaid sum of Two Thousand Dollars, with the interest, shall be fully paid, at the times and in the manner above specified, he will, on demand, thereafter cause to be executed and delivered to the said party of the second part, or his legal representatives, a good and sufficient Deed, in fee simple, of the premises above described, free and clear of all legal liens and incumbrances, except the taxes herein agreed to be paid by the party of the second part. And it is distinctly agreed and understood by and between the parties hereto, that if the said party of the second part shall fail to make any of the payments of purchase money above specified, at the time and in the manner above specified in such case, this agreement shall be henceforth utterly void, and all payments thereon forfeited, subjected to be revived and renewed by the act of the party of the first part, or the mutual agreement of both parties.

In Testimony Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

In Presence of

Francis G. Parks
Geo W. Blackburn

Wm W. Perry [SEAL]
Joseph J. Lusvey [SEAL]
[SEAL]