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Minutes of the special meeting of the Executive Committee of the Board of Regents of the University of Wisconsin: April 27, 1933. 1933

Madison, Wisconsin: Board of Regents of the University of
Wisconsin System, 1933

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SPECIAL MEETING OF THE EXECUTIVE COMMITTEE

Madison, Wisconsin

Thursday, April 27, 1933

Deed # 139
filed

PRESENT: Regents Callahan, Sholts, Wilkie; Business Manager Phillips,
Secretary McCaffrey.

The following resolution was unanimously adopted:

✓ WHEREAS, a communication from Jessie B. Noe of Madison, dated March 10, 1933, was presented to the Executive Committee of the Regents at a meeting held on March 31, 1933, offering her farm of 190 acres to be added to the arboretum site and the Executive Committee voted to take the matter under advisement, and

WHEREAS, a deed to the property was presented to the Board of Regents at the meeting held April 27, 1933, and

WHEREAS, the Board referred the matter of acceptance to the Executive Committee of the Regents with power to act,

The Executive Committee votes to accept the property in accordance with the terms of the deed. (Copy attached)

The meeting

A D J O U R N E D.

M. E. McCaffrey,

Secretary.

THIS INDENTURE, Made this 26th day of April, A.D. 1933, between Jessie B. Noe of Madison, Wisconsin, party of the first part, and The Regents of the University of Wisconsin, a body corporate under the laws of Wisconsin, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate, situated in the County of Dane and State of Wisconsin, to-wit:

The North one-half ($\frac{1}{2}$) of the Southwest one-quarter ($\frac{1}{4}$), excepting therefrom the West ten (10) acres thereof.

Also, the North one-half ($\frac{1}{2}$) of the Southeast one-quarter ($\frac{1}{4}$).

Also, the Southeast one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$).

All in Section thirty-three (33), Township seven (7) North of Range nine (9) East.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises and their hereditaments and appurtenances.

To have and to hold, the said premises as above described with

the hereditaments and appurtenances unto the said party of the second part, and to its successors and assigns forever.

PROVIDED ALWAYS, and these presents in each and every part thereof are executed, delivered and accepted upon and subject to a condition subsequent, to-wit: In the event the party of the second part, its successors or assigns, does not pay to the party of the first part, her heirs or personal representatives, the sum of Forty Seven Thousand Five Hundred Dollars (\$47,500.00) on or before April 1, 1943, with interest thereon from the date hereof, until payment is made, at the rate of four per cent (4%) per annum, then this instrument of conveyance shall be null and void and the title to the above described premises shall revert to the party of the first part, her heirs or personal representatives and the party of the first part, her heirs or personal representatives shall be entitled to reenter and repossess said premises.

And the said Jessie B. Noe for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents she is well seized of the premises above described as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple and that the same are free and clear from all incumbrances whatever excepting the right of the public to the use of the public highways upon said premises, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or per-

sons lawfully claiming the whole or any part thereof she will forever
WARRANT AND DEFEND excepting as aforesaid.

IN WITNESS WHEREOF, the said party of the first part has hereunto
set her hand and seal this 26th day of April, A.D. 1933.

(Signed) JESSIE B. NOE (Seal)

Signed and Sealed in Presence of

(Signed) Wm. R. Curkeet
Lily Wall

State of Wisconsin)
Dane County) ss.

Personally came before me, this 26th day of April, A.D. 1933,
the above named Jessie B. Noe to me known to be the person who executed
the foregoing instrument and acknowledged the same.

(Signed) LILY WALL
Notary Public, Dane County, Wis.
My commission expires Aug. 13, 1933

(SEAL)