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Abstract of title to lot 2, block 5, assessor's plat, Village of Thiensville, Ozaukee County, Wisconsin. [1924]

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ABSTRACT OF TITLE

... TO ...

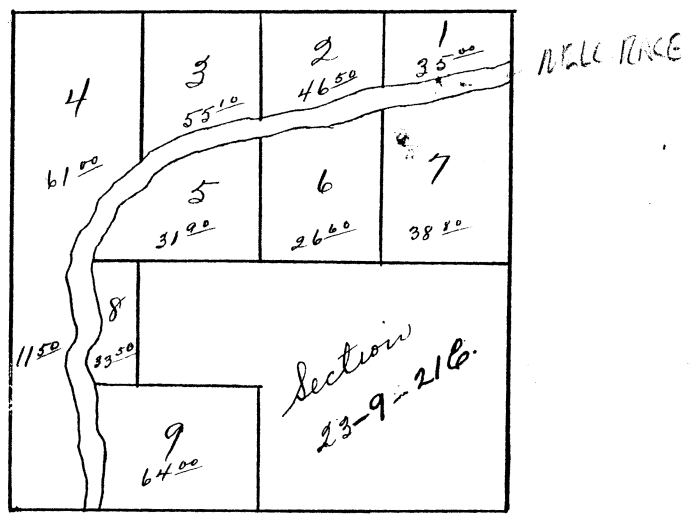
Lot 2, Block 5, Assessor's Plat, Village of
Thiensville, Ozaukee County, Wisconsin.

Ozaukee Farm & Home Abstract Co.

116 West Grand Avenue
Port Washington - - - Wisconsin

CARL E. GEROLD, President
RALPH J. HUIRAS, Secretary & Treasurer

I. EXAMINATION OF THE TITLE OF RECORD, To the following described real estate situated in the County of Ozaukee and State of Wisconsin, to-wit:



A piece of land lying in the South half of the North west fractional quarter of Section 23-9-21 East, in Ozaukee County Wisconsin, bounded and described as follows, Beginning at the North east corner of the South half of the said North west fraction quarter of said Section 23 running thence West along the North line of said Section 23, 1337.4 feet to a point, thence South 2 degrees East 376.46 feet to a point, thence South 7 degrees, East 198 feet to the North bank of the Milwaukee River, thence East along the North bank of said Milwaukee River, to the East line of the said Northwest fractional quarter of said Section 23, thence North on the East line of the said Northwest fractional quarter of said Section 23, 450.78 feet to the place of beginning, containing 14.06 acres more or less.

Reserving however, to the parties of the first part, the privilege of using the present lane as now there located leading to the North bank of the Milwaukee River, as long as they remain in possession and are owners of all property adjoining the west line of the property hereby conveyed, and, a right of way is hereby granted to the parties of the second part, its successors and assigns, which right of way is to be equal in width and continue in exactly the same direction as the public highway now there located, continuing across the property belonging to the parties of the first part and giving access to the land hereby conveyed.

3. The North west fractional $\frac{1}{4}$ (also known as Lots 3, 4 and 5) of Section number Twenty-three (23), Township number Nine (9) North, of Range number Twenty-one (21) East, containing 148 acres, was entered from the United States of America, by John Weston, March 13th, A. D. 1839, on certificate of Entry number 3800.

4. United States	)	Patent, made December 10, 1840,
of America,	)	conveying the Northwest fraction
to	)	al $\frac{1}{4}$ of Section 23-9-21 East,
John Weston.	)	containing 148 acres.
	)	Certificate No. 3800.
	)	Recorded Jan. 24, 1859 at 5 P.
	)	M. in Vol.9 of Deeds, page 468.

5. An Act to authorize Henry Thien to build and maintain a dam on the Milwaukee River.

Be it enacted by the Council and House of Representatives of the Territory of Wisconsin.

That Henry Thien and his associates, successors and assigns be, and they are hereby, authorized to build and maintain a dam across the Milwaukee River, upon the North east fractional quarter of Section 23-9-21 East, in the County of Washington, to erect mills, or other machinery, or in any other manner to make use of the water for hydraulic purposes, that may be deemed necessary for the facilities of business, Provided, that the lands upon which said dam and its appurtenances are constructed shall

be owned by the said Henry Thien or his associates.

2. That said dam shall not exceed three feet rise above the surface of said river at high water; the said Henry Thien and his associates, successors and assigns, shall construct and maintain the said dam a convenient lock or locks, each eighty feet long, between the gates, and thirty feet wide, in the clear, for the free passage of all boats and other water craft, and shall at end upon the same, and pass and repass all such boats and water craft free of expense to the owners or navigators, thereof.

3. That said Henry Thien, his associates and successors, shall construct, and keep in good repair, a sufficient slide, not less than thirty feet wide, and so constructed as not to cause a fall of more than three feet to every twelve feet of smooth surface, to admit of the passage of all rafts of timber etc. down the same stream.

4. The said dam shall be subject to all the provisions of an act of the legislature of this territory, entitled "an act in relation to mills and mill-dams", Approved 13th January, 1840.

5. The legislature may at any time repeal, after or amend this act.

Note:--Thien -vs- Voegtlander, 3 Wisconsin (Supreme Court) Reports 461.

CHAPTER 150 of the Private and Local
laws of 1854. (pages 197 and 198).

6. An act to amend the act, entitle "An act to authorize Henry Thein to build and maintain a dam on the Milwaukee River, "approved March 25, 1843.

The People of the State of Wisconsin, represented in Senate and Assembly, do enact as follows:

SECTION I. So much of section two and three of said act as relates to the maintenance of locks and slides in said dam, is hereby repealed.

SECTION 9. This act shall take effect from and alter this passage.

Approved, March 16, 1854.

7. John Western and Deborah Western, his wife, (written in acknowledgment and deed signed John Weston and Deborah Weston),	)	Warranty Deed. Made and ackd.
	)	July 20, 1874. Cons. \$800.00.
	)	Conveying all the N. W. $\frac{1}{4}$ of
	)	Section 23-9-21 East, more or
to	)	less.
Joachim Heinrick Thien	)	Recorded July 20, 1842 at 12:35
	)	P.M. in Vol. A of Deeds, page 536.
(Washington Co. C-77†)	
8. Henry Thien and Mita, his wife, (signed J. H. Thien and Mite Thien)	)	Quit Claim Deed. Made Aug. 26, 1844.
	)	Ackd. Aug. 26 _____. Cons. \$500.00.
	)	Conveying all of the undivided $\frac{1}{2}$
to	)	of a certain piece or parcel of
Henry Hayssen	)	land, lying and beting in the S.
	)	W. corner of the N. W. $\frac{1}{4}$ of Sec. 23-9-21 East and described as follows: Commencing at a certain point where the Green Bay Road strikes the West bank of the Milwaukee River, running from thence in an Easterly direction along the Bank of said River, 2 rods above the saw mill, from thence 10 rods, N., from thence in a south westerly direction along the W. Bank of the Mill Race until said line

intersects the Green Bay Road, from thence to the place of beginning, containing about 3 acres more or less. Together with the undivided one half half of all the mill buildings and gearing on the said premises with the free use of a sufficient water to carry on the business which must be done in said mill. It is however expressly understood that said Thien and wife grant the above described premises to said Hayssen and his heirs only, but in case said Thien and wife should dispose of this remaining one half or said Thien should die, thence and in these cases only said Hayssen may also dispose of the above described premises to any one he sees fit, in all cases however said Hayssen having an undivided one half of all of the buildings, mill, gearings, and machineries, on the premises and the right to dispose of the same at any time to any person or persons he wishes to in which case the premises singly would fall back to said Thien who is to charge a reasonable rent to the purchaser or purchasers and not one one hundred dollars a year for the undivided one half for each run of stones or each saw mill. Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise, " etc.

Recorded August 31, 1844 at 4 P.M. in Vol. A of Deeds, on page 627.

(Washington Co., page 184. Vol. C.)

9. Henry Hayssen and Anna,	)	Quit Claim Deed. Made and ackd.
his wife,)	
to	)	October 7, 1844. Cons. \$500.00.
Henry Thien	)	Conveying all that piece or par-
	)	cel of land formerly deeded to
	)	the said party of the second part
	)	to said Hayssen in a certain Q.C.

Deed, bearing date August 26, 1844 and recorded in the Register's office of the County of Washington, Territory of Wisconsin, in Volume A of Deeds, 184 and 185, with all and singular the privileges therein described. On margin of record is the following: "See A.627". For description see Volume A on page 627.

Recorded October 21, 1844 in Volume "B" of Deeds, on page 22.

(Washington County, Page 221. Vol. C.)

10. Henry Thien and Meta,	)	Warranty Deed. Made and ackd.
his wife, (signed J.H.Thien	)	October 15, 1844. Cons. \$800.
and M. Thien.))	
to	)	Conveying the W. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$
Henry Hayssen.	)	of Sec. 14-9-21 East, contain-
	)	ing 80 acres. And a certain

piece of land commencing 23 rods from the N.W. corner of Henry Thien's flouring mill on Sec. 23-9-21 East, in a northerly direction along the Green Bay Road forming an oblong square being 6 rods wide N. & S. and containing 36 sq. rods on the W. side of said road and a 124 sq. rods on the E. side of the road, being altogether 1 acres. Also a certain piece or parcel of land in the same N. W. $\frac{1}{4}$ of Sec. 23-9-21 East. Commencing 8 rods from the N. E. corner of said Thien's intended saw mill in an easterly direction between the Mill Race and Milwaukee River and extending 5 rods, from thence in the same direction, containing the whole of that piece 5 rods long between the River and the Mill Race, together with the free and constant use of one fourth part of all of the water in said mill race for any

hydraulic purposes, said grist mills or saw mills which said Hayssen, his heirs, or assigns may put up on the latter mentioned premises; and in no case that said Hayssen, his heirs or assigns are allowed to build on the said premises either Grist or Saw Mills. Said Thien and wife aporting a sufficient passage on the North side of the Mill Race to the latter premises and in case said Hayssen, his heirs or assigns shall put up another hydraulic works on the premises, then and from that time said Hayssen is to pay one half of all repairs and damages which the dam, Mill Race and also the dam Charter of the Legislature would subject Henry Thien but not otherwise. Recorded Oct. 15, 1844 at 2 P.M. in Vol. B of Deeds, page 17 and 18. (Washington County, page 216, Volume C.)

- | | | |
|--|---|--|
| 11. John H. Thien and Margaret C. Thien, his wife, (signed J.H.Thien and Mete Thien) |) | Warranty Deed. Made Nov.7,1845. |
| |) | Ackd. Nov.17,1845. Cons. \$600.00. |
| to |) | Conveying the N. $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ |
| John Thompson |) | of Sec. 23-9-21 E. containing |
| |) | 80 acres more or less. |
| |) | Recorded (no date of recording |
| |) | given), in Vol.B of Deeds,page 265. |
| | | |
| 12. John H. Thien and Meta, his wife, (signed J.H.Thien and Mete Thien) |) | Warranty Deed. Made and ackd. |
| |) | August 27, 1847. Cons. \$50.00. |
| to |) | Conveying all that certain piece |
| Henry Hayssen |) | or parcel of land in the S. $\frac{1}{2}$ of |
| |) | the N. W. fractional $\frac{1}{4}$ of Sec.23 |

9-21 East, described as follows, to-wit: Commencing on the S. E. corner of land owned by John Thompson on the W. side of the Green Bay Road running thence W. to the Sec. line between Sections 22 and 23, S. so far that a line East parallel with the above mentioned line on Thompson Lot will strike a certain lot owned by the said party of the 2nd part to the Green Bay Road, and from thence to the place of beginning, containing 1 acre about, more or less. Recorded Aug. 28, 1847 at 6 A.M. in Vol. C of Deeds, on page 278. (Washington County, page 410, Volume E.)

13. Henry Hayssen and	)	Warranty Deed. Made and ackd.
Anna, his wife,	)	August 27, 1847. Cons. \$50.00.
to	)	Conveying the N. W. Frl. $\frac{1}{4}$ of
John H. Thein.	)	Sec. 23-9-21 East, described as
	)	follows, to-wit: Commencing 8

rods from the N. E. corner of said Theins old saw mill in an Easterly direction between the Mill race and the Milwaukee River and extending 5 rods from thence in the same direction containing the whole of that 5 rods long piece between the river and the mill race. Together with the free and constant use of one fourth part of all the water in said mill race as more clearly will be seen by reference to a certain deed executed on the 15th day of October, A. D. 1847, by said John H. Thien to the said party of the first part. Recorded August 28, 1847 at 8 A.M. in Vol. C of Deeds, on page 280. (Washington County, page 410, Volume E.)

14. John H. Thein and Meta, his wife, (signed J.H.Thien, Meta Thien.)) Warranty Deed. Made and ackd.
to) August 27, 1847. Cons. \$400.00.
John Kirch) Conveying all of Lot 5 in Sec.
) 23-9-21 East, containing 31.90
) acres, more or less, said parties
) of the first part their heirs

and assigns however, retaining the privilege of keeping and maintaining the mill dam now erected and built as part of said premises, together with the privilege of moving said dam to any part of said lot or erecting a new dam at any point of said described premises, and also to enter at any and at all times upon said premises for the purposes of repairing, altering or moving said dam or building another one, and in case of repairing or building, to have sufficient room for carrying on the necessary work and placing of material for building and to cut timber on said premises if there is any, and to dig gravel if necessary for the repair or building of the dam.

Recorded August 28, 1847 at 6 A.M. in Vol. C of Deeds, page 281.
(Washington County Vol. E, page 411.)

15. John H. Thien and Margaretha, his wife, (signed J.H.Thien)) Warranty Deed. Made and ackd.
not signed by wife,) June 22, 1848. Cons. \$60.00.
to) Conveying: Commencing at a
Karl Gott lieb Wagner) post 240 feet South or near
) South from the Southeast corner
) of a certain lot owned by Henry
) Hayssen on the West side of the
) Green Bay road in the South half

of the Northwest fractional $\frac{1}{4}$ of Sec. 23-9-21 East, running from thence due West to a post on the Section line, from thence 60 feet South to a post, from thence due East to a post on the West side of the Green Bay road and from thence to the place of beginning.

Recorded June 29, 1848 at 11 A.M. in Vol.D of Deeds, page 332.

(Washington County Vol. F, on page 640.)

16. John Henry Thein and) Warranty Deed. Made and ackd.
Meta, his wife, (signed)
J.H.Thien and Mete Thien)) July 27, 1848. Cons. \$50.00.
to)
Hartmann Hausburg) Conveying all of the following
) piece or parcel of land of Lot
) 4 of Sec. 23-9-21 East and bound-
) ed as follows, to-wit: On the
East side by the Milwaukee River, on the West by the Green Bay Road, and on the North by the Pigeon Creek, forming very near a triangle.

Recorded August 19, 1848 at 6 P.M. in Vol.D of Deeds, page 458.

(Washington County, page 182, Vol. G).

17. John Henry Thein and) Warranty Deed. Made and ackd.
Margaretha, his wife,)
(signed J.H.Thien and)
Mite Thien)) August 8, 1848. Cons. \$75.00.
to)
Conrad Rettberg.) Commencing at a certain point
) or stake standing on the West
) side or line of the Green Bay
Road, 360 feet South or nearly South of the Southeast corner of a certain lot of land now owned by one Henry Hayssen, of Town 9-21 East, in said county, and on the west side of said Green Bay

Road and in the South half of the Northwest fractional quarter of said Sec. 23 of said T.9 N. and running thence due West to a certain stake standing in the Section line, running North and South between Sections 22 and 23 of said T. 9 N. and from thence South 90 feet, on said section line to a post and from thence due East to the west side or line of the Green Bay Road 90 feet to the place of beginning.

Recorded August 10, 1848 at 6 P.M. in Vol. D of Deeds, on page 452. (Washington County Vol. G, on page 176).

18. John Henry Thien and	)	Warranty Deed. Made and ackd.
Margaretha, his wife,	)	August 10, 1848. Cons. \$40.00.
(signed J.H.Thien and)	
Mete Thien),	)	Conveying: Commencing at a cer-
to	)	tain post or stake standing on
Adolph Sulzer,	)	the East side or line of the

Green Bay Road 190 feet. South or nearly South of the Southwest corner of a certain lot of land now owned by Henry Haysen, in T. 9 N. of R. 21 East on the East side of the Green Bay Road and in the South half of the Northwest fractional quarter of Section 23 of said T. 9 N. and from thence due East 150 feet, parallel with the South line of said Henry Haysens lot and from thence South 40 feet parallel with the East side of the Green Bay Road and rof, thence due West 150 feet to the Green Bay Road and from thence 40 feet North along the East side of the Green Bay Road to the place of beginning.

Recorded September 2, 1848 at 7 P.M. in Vol. D of Deeds, page 492. (Washington County Vol. G page 258.)

19. John Henry Thien and) Warranty Deed. Made and ackd.
Margaretha, his wife,)
(signed J. H. Thien and) August 10, 1848. Cons. \$200.00.
Mete Thien,))
to) Conveying the undivided equal $\frac{1}{2}$
Adulph Sulzer) of a certain lot of land on which
) the buildings now standing used
and occupied by the first and second parties above mentioned for
a store and further described as follows: Commencing at a certain
post or stake, standing on the East side of the Green Bay Road, at
the Southwest corner of a certain lot of land this day deeded by the
first parties hereof to the second, which said lot is part and par-
cel of the South half of the Northwest fractional quarter of Section
23-9-21 East, and from said corner and said post due East 150 feet
along the South side of said lot this day deeded to said Sulzer by
first parties, and from thence South 44 feet, parallel with the
East side or line of the Green Bay Road and from thence due West
150 feet to the East side of the Green Bay Road, and from thence
North 44 feet, along the East side of the Green Bay Road to the
place of beginning.

(Washington County, Volume G, on page 259.)

20. John Henry Thien and) Warranty Deed. Made and ackd.
Margaretha, his wife,)
(written in acknowledgment) August 10, 1848. Cons. \$80.00.
and signed John Henry)
Thielen and Margaretha,) Conveying: Commencing at a certain
his wife and signed J.)
H. Thielen and Mete) post or stake standing on the East
Thielen,))
to) side or line of the Green Bay Road
) 40 feet South or nearly South of
John C. C. Harttert.) the Southwest corner of a certain

lot of land now owned by Henry Haysen of T. 9-21 East, on the East side of the said Green Bay Road, and in the South half of the North west fractional $\frac{1}{4}$ of Section 23, of said T. 9 N. and running from thence due East along the South line of said lot of land owned by said Henry Haysen 150 feet, and from thence South 80 feet, parallel with the East side of line of the Green Bay Road and from thence West 150 feet to the Green Bay Road, and from thence North 150 feet to the Green Bay Road and from thence North along the East side of the Green Bay Road, to the place of beginning.

Recorded September 11, 1848 at 2 P.M. in Vol. D of Deeds, page 529. (Washington County Vol. G page 259.)

21. Conrad Rattberg and
Mariah, his wife,

to

John Henry Thien.

) Warranty Deed. Made and ackd.
) December 11, 1848. Cons. \$75.00.
) Conveying: commencing at a certain
) post of stake standing on the West
) side or line of the Green Bay Road

360 feet South or nearly South of the Southeast corner of a certain lot of land now owned by Henry Haysen of town 9, 21 East, and on the West side of the Green Bay Road and in the South $\frac{1}{2}$ of the N.W. frl. $\frac{1}{4}$ of Sec. 23-9 N. and running from thence due W. to a certain post standing in the section line running N. & S. between Sections 22 and 23 of town 9 N. and from thence South 90 feet on said Section line to a post and from thence due East to the West side or line of

the Green Bay Road, from thence along the West side of said Green Bay Road is now used and travelled.

Recorded Dec. 19, 1848 at 5 P. M. in Vol. E of Deeds, on page 96.
(Washington County Vol. G page 684.)

22. John Henry Thien and) Warranty Deed. Made and ackd.
Margaretha, his wife,)
(signed J. H. Thien and) December 11, 1848. Cons. \$600.
Margaretha Thien x her)
mark,)
to)
Jacob Harz)
South or nearly South of the South

east corner of a certain lot of land now owned by one Henry Haysen, of Town 9-21 East, and on the West side of the said Green Bay Road, and in the South $\frac{1}{2}$ of the Northwest fractional $\frac{1}{4}$ of Section 23-9 North, and running North from thence due West to a certain post standing in the sec. line running North and South between Sections 23 and 23 of said town 9 N. and from thence South 120 feet on said Section line to a certain post and from thence due East to the West line or side of the Green Bay Road, and from thence North 120 feet along the West side of the Green Bay Road to the place of beginning, that is as said road now is used and traveled.

Recorded December 19, 1848 at 5 P.M. in Vol. E of Deeds, on page 97.
(Washington County Volume G, on page 685.)

23. John Henry Thien and) Warranty Deed. Made and ackd.
Margaretha, his wife,)
(signed J.H. Thien and) August 9, 1848. Cons. \$75.00.
Mete Thien),)
to)
Fred Van Alten)
Southeast corner of a certain lot
lately sold by the parties to one
Conrad Rettburg, of Town 9-21 East,

and lying on the West side of the Green Bay Road and being a part and parcel of the South half of the Northwest quarter of Section 23-9-21 East, and running from said Southeast corner due West to a certain post, standing in the Section line running North and South between Section 22 and said Section 23 in said town 9 and from thence South on said Section line till you strike the North or Northwesterly side and line of the Green Bay Road, and from thence Easterly along the said North and Northwesterly side and line of the Green Bay Road, and thus continuing Easterly till after crossing Pigeon Creek and till you strike that point or angle of the Green Bay Road where said road turns North or nearly North and from thence to the place of beginning. Recorded Dec. 30, 1848 at 7 P.M. in Volume E of Deeds, page 111. (Washington County, Volume H, on page 27)

24. John H. Thien,) Warranty Deed. Made and ackd.
 (signed J.H. Thien),)
 no wife named,) O Dec. 26, 1848. Cons. \$50.00.
 to)
 Didele Baur and) Conveying: Commencing at the
 Ludwig Henes.) Southwest corner of land of the
) East side of the Green Bay Road
 owned by John Thompson in Sec. 23 and the Northwest fractional $\frac{1}{4}$
 and running from there South along on the Green Bay Road 50 feet
 from thence East 200 feet to a post from there North 50 feet to
 a post, from there West 200 feet to the place of beginning, all
 in Town 9-21 East.

Recorded Dec. 30, 1848 at 7 P.M. in Vol. E of Deeds, on page 114.
 (Washington County Vol. H, on page 30)

25. John H. Thien,
(no wife named)
to
Frederick Langenfeld

) Warranty Deed. Made Mar.14,1849.
) No date of acknowledgement given.
) Consideration \$30.00.
) Conveying: Commencing at the S.E.
) corner of lot owned by Adoph,
) Sulzer, lately purchased of first

party West along South side of said lot about 300 feet to Sec. line between Sections 22 and 23 South on Section line to the Northwest corner of lot owned by J. Hartz East along said Hartz's lot to Green Bay Road North along Green Bay Road to the place of beginning, being in the Southwest quarter.

Recorded Oct. 23, at 6 P.M. in Volume M. of Deeds, on page 193, in original Washington County records, as shown by Rice's abstract in office of Register of Deeds, of Ozaukee County, Wisconsin.

Note: In Chap. 350 P and L laws of Wisconsin for the year 1857)

26. John Henry Thein,
(no wife named) signed
J. H. Thien,
to
G. Nehls

) Warranty Deed. Made April 20,1849.
) Ackd. April 13,1849. Cons. \$100.00.
) Conveying: Commencing at a post on
) the West line of Section 23-9-21 E.
) which post forms the Southwest cor-

ner of a lot of land conveyed to Henry Hisson, by John Henry Thein and situated on the South half of the Northwest fractional quarter of said Section 23, thence South on said section line 129 feet, thence due East to the Green Bay Road, thence North 30 feet, thence West 99 feet, thence North 99 feet, thence West to the place of beginning.

Recorded September 1,1849 at 6 P.M. in Vol. F of Deeds, on page 3.
(Washington County Vol. 1 page 330).

27. John Henry Thien,
 (no wife named) signed
 J. H. Thien,
 to
 Carl Gottlieb Wagner

) Warranty Deed. Made and ackd.
) May 9, 1849. Cons. \$40.00.
) Conveying: Being a part of the
) South half of the Northwest frl.
) $\frac{1}{4}$ of Section 23-9-21 East. Bound-
 ed as follows: Beginning at the Southwest corner of Henry Hansen's
 lot on the East side of the Green Bay Road, thence Southerly par-
 allel with the said road 40 feet, thence Easterly parallel to the
 South line of Henry Hayssen's lot 150 feet, thence Northerly 40 feet
 thence Westerly along the said South line of Henry Haysson lot 150
 feet to the place of beginning. Section number is 23-9-21 East.
 Recorded May 17, 1849 at 6 P.M. in Vol. E of Deeds, on page 385.
 (Washington County Vol. H page 569.)

28. John H. Thien,
 no wife named, (signed
 J. H. Thien)
 to
 William Zimmermann
 and Henry Weide,

) Warranty Deed. Made and ackd.
) July 3, 1849. Cons. \$60.00.
) Conveying: Commencing at the
) Southwest corner of a certain lot
) owned by Henry Haysen, on the East
 side of the Green Bay Road, 120 feet South or nearly south in the
 South half of the Northwest frl. $\frac{1}{4}$ of Section 23-9-21 East, and
 running from there 50 feet South or nearly South along the Green
 Bay Road to a post, from there East 150 feet to a post, and from
 there North or nearly North 50 feet, to the place of beginning.
 Recorded July 10, 1849 at 10 P.M. in Vol. R of Deeds, page 513.
 (Washington County, Vol. 1. page 165.)

29. Adolph Sulzer and) Warranty Deed. Made and ackd.
 Susanna Clare, his wife,)
 to) July 26, 1849. Cons. \$600.00.
 John H. Thien.) Conveying: All of the undivided
) equal half of a certain lot of
) land on which the buildings now

stands used and occupied by the first parties for a store and further described as follows, to-wit: Commencing at a certain post or stake standing on the East side of the Green Bay Road at the S. W. corner of a certain lot of land deeded by the second part to the first parties which said lot is part and parcel of the South half of the Northwest frl. $\frac{1}{4}$ of Sec. 23-9-21 East, and from said corner and post due East 150 feet along the South side of said lot and from thence South 40 feet parallel with the east side or line of the Green Bay Road and from there due West 150 feet to the E. side of the Green Bay Road, and from thence North 40 feet along the E. side of the Green Bay Road to the place of beginning. Also all that piece or parcel of land commencing at a certain point or stake on the East side or line of the Green Bay Road 190 feet South or nearly south of the Southwest corner of a certain lot of land now owned by Henry Hassen in Town 9-21 East, and on the East side of the Green Bay Road, and in the South half of the Northwest frl. $\frac{1}{4}$ of Sec. 23 of said town 9.21 East, fromthence due East 150 feet, parallel with the South line of said Henry Haysen's lot and from thence South 40 feet, parallel with the East side of the Green Bay Road and from thence due W. 150 feet to the Green Bay Road and from thence N. 40 feet along the east side of the Green Bay Road to the place of beginning.

Recorded Aug.7, 1849 at 5 P.M. in Vol. E of Deeds, on page 581.

(Washington County Vol. 1 page 279.)

30. John H. Thien,) Warranty Deed. Made and ackd.
 (signed J.H.Thien)) July 26, 1849. Cons. \$600.00.
 no wife named,)
 to) Conveying: Commencing 170 feet
 Henry Blasser) South or nearly S. on the E. side
) of the Green Bay Road from the S.

W. corner of a certain lot of land owned by Henry Haysen in the S. $\frac{1}{2}$ of the Northwest frl. $\frac{1}{4}$ of Section 23-9-21 East, and running from there E. 150 feet from there nearly South parallel with the Green Bay Road 80 feet from there due West 150 feet to the E. side of the Green Bay Road, and from there nearly North along the East side of the Green Bay Road to the place of beginning.

Recorded August 7, 1849 at 5 P.M. in Vol. E of Deeds, on page 583. (Washington County Vol. 1, page 281.)

31. J. H. Thien) Warranty Deed. Made and ackd.
 (no wife named)) August 14, 1849. Cons. \$303.00.
 to)
 Henry Blaser) Conveying the following described
) lot of land and being in Section
) 23-9-21 East, and bounded as fol-

lows, to-wit: Commencing at the Southwest corner of a lot in Thien-ville, conveyed by John Henry Thien to Henry Blaser, thence S. 13 degrees West parallel with the Green Bay Road 35 feet, thence E. 80 feet, thence N. 13 degrees E. 35 feet, thence W. 80 feet to the place of beginning.

Recorded Sept. 24, 1849 at 7 P.M. in Vol. F of Deeds, on page 63. (Washington County Vol. 1 page 454).

32. Karl Gottlieb Wagner,) Warranty Deed. Made and ackd.
 and Frederica, his wife,)
 (signed and ackd. by) October 2, 1849. Cons. \$68.00.
 J. H. Thien),)
 to) Conveying: Commencing at a point
 John H. Thien,) 240 feet South or near south from
) the S. E. corner of a certain lot
) owned by Henry Haysen on the W.

side of the Green Bay Road in the South half of the Northwest frl.
 $\frac{1}{4}$ of Section 23-9-21 East, running thence due West to a post on
 the section line from there 60 feet South to a post, from there
 due East to a post, on the West side of the Green Bay Road, and
 from there to the place of beginning.

Recorded October 12, 1849 at 6 P.M. in Volume F of Deeds, on
 page 94.

33. John H. Thien,) Warranty Deed. Made and ackd.
 no wife named,)
 (signed J.H.Thien),) October 2, 1849. Cons. \$68.00.
 to) Conveying: Commencing at a point
 Adolph Sulzer) 180 feet South or nearly south
) from South east corner of lot
) owned by H. Haysson on the West

side of the Green Bay Road in the South half of the North west
 fractional quarter of Section 23-9-21 East, and running from
 thence due West to a post in the section line from thence South
 60 feet to a post, from thence along East to a post on the West
 side of the Green Bay Road and from thence 60 feet North or near-
 ly North along the Green Bay Road to the place of beginning.

Recorded October 12, 1849 at 6 P.M. in Volume F of Deeds, on page
 609.

(Washington County Volume 1 on page 512.)

34. John H. Thien,) Warranty Deed. Made and ackd.
no wife named,)
(signed J.H.Thien)) March 5, 1850. Cons. \$60.00.
to) Conveying: Commencing 30 feet
Henry Messagades) South or nearly south of the S.E.
) corner of a certain lot of land

owned by Henry Haysen on the West side of the Green Bay Road in the S. $\frac{1}{2}$ of the N. W. frl. $\frac{1}{4}$ of Sec. 23-9-21 E, and then running thence due W. to a post on the Section line between Sec. 23 & 24 and from thence 90 feet S. along said Sec. line to a post and from thence due E. to a post on the N. side of the Green Bay Road 90 feet S. or nearly S. from the place of beginning.

Recorded March 13, 1850 at 4 P.M. in Vol. F of Deeds, on page 321.
(Washington County, Vol. K, page 530).

35. John H. Thien and) Warranty Deed. Made and ackd.
Berthie, his wife,)
(signed J.H. Thien) June 11, 1850. Cons. \$40.00.
and Betty Thien and)
written John H. Thien) Conveying: Commencing at the
and Bertha Thien, his)
wife, in ackd.)) S. E. corner of a certain lot
to) of land owned by Henry Meseigades
Phillipp Buettner) in the South $\frac{1}{2}$ of the N. W. frl.
) $\frac{1}{4}$ of Section 23-9-21 E. on the

West side of the Green Bay Road and running from there S. or nearly S. along the W. side of the Green Bay Road 30 feet to a post, from thence W. to the W. line of said Section to a post, from thence N. 30 feet to a post and from thence East to the place of beginning.

Recorded June 17, 1850 at 7 P.M. in Vol. F of Deeds, on page 466.
(Washington County, Volume E, on page 295.)

36. John H. Thien and) Warranty Deed. Made and ack.d
 Bertha, his wife,)
 (signed J.H.Thien and) June 11, 1850. Cons. \$30.00.
 Betty Thien),)
) Conveying: Commencing at the
 to)
) S.E. corner of a certain lot of
 Hermann Wetter,)
) land to Phillipp Buehtner, in
) the S. $\frac{1}{2}$ of the N.W. frl. $\frac{1}{4}$ of
 Section 23-9-21 East, on the West side of the Green Bay Road and
 running from there s. or nearly s. along the W. wide of the Green
 Bay road 30 feet to a post, from there W. to the W. line of said
 Sec. to a post from there N. 30 feet to a post and from there E.
 to the place of beginning.

Recorded June 17, 1850 at 7 P.M. in Vol. F o f Deeds, on page 465.
 (Washington County Volume L. on page 294.)

37. Frederick Langenfeld) Warranty Deed. Made Sept. 28, 1850
 and wife,)
) no date of ackd. given. Con. \$300.
 to)
) Conveying: commencing at the S.
 John H. Thien.)
) E. corner of Lot owned by Adolph
) Sulzer, lately purchased of first
 party w. along s. side of said lot about 300 feet to section line,
 between sections 22 and 23 S. on section line to the Northwest cor-
 ner of lot owned by J. Hartz, E. along said Hartz's lot to Green
 Bay Road, N. along the Green Bay Road, to the place of beginning
 being in the South west quarter.

Recorded Oct. 23, 1850 at 6 P.M. in Vol. M of Deeds, on page 195,
 in original Washington County records, as shown by Rice's abstract,
 in the office of the Register of Deeds, of Ozaukee County, Wisconsin.
 Note: (See Chap. 350 P and L Laws of Wis. for the year 1857.)

38. John Henry Thien
and Betty, his wife,
(signed J. H. Thien
and Betty Thien,)

to

Johann Dietgen,

) Warranty Deed. Made and ackd.
) May 15, 1856. Cons. \$300.00.
) Conveying: On the S. by a piece
) of land owned by Jacob Harz on
) the E. by the Green Bay Road, on
) the N. by a piece of land owned
) by Edward H. Janseen and on the

West by the Section line between Sections 23 and 22, the said described lot is situated in the Northwest fractional quarter of Section 23-9-21 East, also in the Village of Thiensville, containing about $\frac{1}{2}$ acres of land.

Recorded June 30, 1865 at 5 P.M. in Vol. 16 of Deeds, on page 328.

39. John Henry Thien and
Betty, his wife, (signed
J. H. Thien and Betty
Thien),

to

School District No. 5.

) Warranty Deed. Made and ackd.
) September 25, 1858. Cons. \$.05.
) Conveying: commencing at the N.E.
) corner of a certain lot of land
) formerly owned by Fidelic Baur
) and Ludwig Hemes which said lot

is situated on the East side of the Green Bay Road and S. from the N. $\frac{1}{2}$ of the N.W. frl $\frac{1}{4}$ of Sec. 23-9-21 East, running from there S. in the direction of the East line of said lot 100 feet, from there East so far that a line drawn N. to the intersection of the S. line of said N. $\frac{1}{2}$ of the N. W. frl. $\frac{1}{4}$ of Section 23 which said line runs parallel with the aforesaid E. line of said Bauers and Hemes lot will form 10,000 square feet. And further the right of way of 2 rods wide, commencing at the E. side of the Green Bay Road, and running from there E. between the S. side of the aforesaid lot which was formerly owned by said Rau and Hemes and the S. side of Dr. Weizes

lot so that the said road shall intersect the aforesaid school lot.
 Recorded April 12, 1859 at 1 P.M. in Vol. 10 of Deeds, on page 42.

40. Henry Thien and Betty, his wife, (signed J. Henry Thien and B. Thien, written in ackd. J. H. Thien and Betty, his wife,
 to Thiensville Fire Engine Compagnie) Warranty Deed. Made and ackd. December 1, 1862. Cons. \$200.00. Conveying: the S. $\frac{1}{2}$ of the N.W. frl $\frac{1}{4}$ of Sec. 23-9-21 E. commencing at the S. E. corner of a certain lot now owned by one Charles Marquarts, which said Marquarts lot 50 by 200 feet is situated S. of the Division line between the N.& S. $\frac{1}{2}$ of the aforesaid fractional $\frac{1}{4}$ and the East of the Green Bay Road, in the Village of Thiensville, running from there S. along the Green Bay Road 67 feet from there E. 100 feet, from the Northerly parallel with the Green Bay 67 feet, and from there W. along said Marquarts lot 100 feet to the place of beginning.

Recorded Jan. 30, 1863 at 10 A.M. in Vol. 12 of Deeds, page 478.

41. STATE OF WISCONSIN: COUNTY COURT: OZAUKEE COUNTY:

In the Matter of the Will of John Henry Thien, Deceased. - File Boxes T & U and S.T. Journal, pages 282, 283, and 284. - Court Record Vol. A page 80. - Minute Book Vol. A pages 122 & 123.

July 11, 1863. Filed Last Will.

July 11, 1863. Filed verified petition of Betty Thien of Mequon representing: "that John Henry Thien, late of Mequon, deceased on the 6th day of July at Mequon died testate as petitioner believes, that the instrument in writing presented to this court is the last will and testament of said deceased as petitioner believes and that the said

petitioner is the identical Betty Thien named and appointed in and by said will and testament, as executrix thereof, and that the heirs at law of said deceased are all named in said will, except the youngest child, and that said heirs reside in Mequon in said county "and" that there are good, chattels and personal estate in said deceased, the amount of which has not yet been ascertained, and that the said deceased left debts, due and unpaid," and praying: "that a day be appointed for hearing the proofs of said last will and testament and that public notice thereof be given to all persons interested, as this Court shall direct, and that upon the proofs and allowance of said will and the approval of the bond of your petitioner, letters testamentary be to her issued thereon and appraisers appointed according to the rules and practice of this Court." Petition dated and sworn on July 11, 1863.

July 13, 1863.--Filed, Order to hear said petition for probate, etc. Said order recites among other things: "On reading and filing an instrument in writing purporting to be the last will and testament of John Henry Thien late of Ozaukee County deceased and also the accompanying petition of Betty Thien of the Town of Mequon, Ozaukee County representing among other things, that the said John Henry Thien lately died at his residence in said town and county, "etc., and orders:"that the proofs of said last will and testament be heard before the Judge of this Court on the 6th day of August, A. D. 1863 at 10 o'clock A. M. at the County Judge's Office of Port Washington" and" that public notice thereof be given to all persons interested by publishing a copy

of this order for three weeks successively prior to said day of hearing in the "Port Washington Zeitung" a weekly newspaper printed at Port Washington in said county, Order dated July 13, 1863.

Aug. 8, 1863. Filed, affidavit (sworn to August 8, 1863) of Adolph Heidkamp "that he is the publisher of the Port Washington Zeitung a weekly newspaper printed in the Village of Port Washington County and State aforesaid, and that the annexed Notice was published in said paper for three successive weeks commencing on the 18th day of July 1863. "(Venue of affidavit is State of Wisconsin and County of Ozaukee; Printed copy of said order to hear the petition for probate, etc., is attached to said affidavit.)

August 8, 1863. Filed, Proof of Will not Contested.

August 8, 1863. Filed, Order admitting will to probate and establishing the same as a valid will. Said order recites among other things: Pursuant to the order of this court, made in said matter on the thirteenth day of July A. D. 1863 the application of Betty Thien praying that the last will and testament of John Henry Thien late of Mequon in the County of Ozaukee may be proved and admitted to Probate, came on this day to be heard, Satisfactory proof of the due publication of the notice required by said Order to be given to all persons interested of the time and place of hearing the said Application was made and filed: "etc.

Order states that court has caused the seal of said County Court to be affixed but seal is not affixed. Order is dated August 8, 1863.

August 8, 1863. Filed Order "that letters testamentary be issued to her (said Betty Thien and that she give bond to judge

of this Court in the sum of Twenty thousand (\$20,000.00) Dollars, pursuant to the Statute in such case made and provided."

August 22, 1863. Filed Verified petition of said Betty Thien representing "that by an order made by said court on the 8th day of August inst. the said will of said deceased was duly allowed and admitted to probate as the last will and testament of said deceased and thereupon the said court then and there further ordered that said executrix in said last will named should within twenty days thereafter execute and file in said Probate or County Court her bond with good and sufficient sureties in the penal sum of Twenty Thousand Dollars conditioned according to law, "and" that since the time of the making of said order she has caused an inventory and appraisal to be made of all the personal estate belonging to said deceased which will come into her hands as such executrix and that the appraised value thereof will not exceed about the sum of \$3000.00, that the rents and profits of said estate will not exceed about the sum of Two Thousand Dollars per year", and asking that an order be made, reducing the amount of the bail bond required to be given by her as executrix aforesaid to the sum of Ten thousand dollars, that as your petitioner verily believes will be double the amount of personal property which can come into her hands as such executrix".

On said petition under the verification appears order as follows: "Ozaukee County Court. The prayer of the above petition is hereby granted and the bond of said executrix Betty Thien fixed at Ten Thousand Dollars which bond she is required to file with the Judge of this Court within twenty days. Dated Aug. 22nd

1863. J. W. Lutfring Co. Judge." (Said last order is also filed August 22nd, 1863.)

August 27, 1863. Filed Bond of executrix in penal sum of \$10,000.00. Approved by County Judge same day and the sur-eties adjudged sufficient.

August 27, 1863. Filed, Letters testamentary (dated August, 27, 1863) to said Betty Thien.

ABSTRACT OF WILL.

FIRST: I will and direct that the expenses of my funeral and all my just debts be fully paid out of my personal estate, as soon as may be after my decease.

SECONDLY: I hereby give, devise and bequeath to my son John Henry Gerhard all the real estate owned and possessed by me in the South half of the North west fractional quarter of Section 23-9-21 East, together with the dwelling house, Grist Mill, saw mill and other buildings thereon situated and together with all the appurtenances, rights, privileges, improvements, water powers, will dams etc. belonging to the said estate, To have and to hold the same to him by said son and to his heirs and assigns forever. Subject however to the reservation hereaftermentioned.

THIRDLY: I give and bequeath to my four daughters, Heleny, Elly, Henry and Emily the sum of Two thousand dollars each to be paid to each of my said daughters by my son John Henry Gerhard as soon as they reach the age of Eighteen years and I hereby charge the Estate above described with the payment of the same.

FOURTHLY: I give, devise and bequeath to my father

Henry Morhusen and to my mother Elisabeth, the use and occupation of the dwelling house they now occupy, situated on a part of the premises heretofore described. To Have and To Hold the same to them during their term of their natural life. And I further will and direct that my son John Henry Gerhard shall provide for my said father and mother, during their natural life and I hereby charge all my estate with the fullfillment of the said provisions.

FIFTHLY: I gave, devise and bequeath to my wife Betty and to my children John, Henry, Gerhard, Helene, Elly, Henny and Emily all the right, title, interest and claim, whatsoever, which I have in and to certain lands and lots in the Town of Milwaukee, Milwaukee County, Wisconsin, with the Grist mill, saw mill and all other buildings thereon situated and all the privileges, water powers, mill dams and all the appurtenances thereunto belonging to be equally divided between them, share and share alike. To have and to hold the same to them my said wife and children and their respective heirs and assigns forever, from and after the time my youngest child becomes of age.

SIXTHLY: I give, devise, and bequeath to my wife Betty the use and occupation and all the income, rents, and profits, benefits and privileges in and to the property described in the foregoing fifth section, during the time of the minority of said children and declare it to be my will, that the share given and devised to my said wife in the foregoing fifth sections and the use and occupation of the premises given and devised to her in this sixth section, shall be considered in bar and lieu of the dower right of my said wife in and out of my estate.

SEVENTHLY: I hereby give, devise, and bequeath unto my wife Betty and unto my five children John, Henry, Gerhard, Helene, Elly, Henny and Emily all the rest and residue of my estate, after payment of my debts as aforesaid, to be equally divided between them share and share alike. To Have and To Hold the same, both real and personal, to them and their respective heirs and assigns forever.

EIGHTHLY: I hereby appoint my said wife guardian of my said children, Helene, Elly, Henny and Emily said appointment to continue during the minority of said children.

NINTHLY AND LASTLY. I hereby nominate and appoint my said wife executrix of this my last will and testament, hereby revoking all former wills by me made. In Witness Whereof *** Will

is dated February 18th, 1861.

Oct. 5, 1863. Filed order appointing Gustav Goetze, Fred Toennison and Wm. Carby, commissioners to receive, examine and adjust all claims and demands against the said deceased, limiting time for creditors, giving notice by publication of time limited, etc. Time limited to creditors six months from and after date of order. Order not dated except in caption which shows probate court held on October 5, 1863.

Numerous claims against deceased are in the files.

April 16, 1864. Filed report of commissioners on claims. Thereto annexed warrant to commissioners, oath of commissioners and affidavit of publisher of newspaper showing publication of notice to creditors of time limited and time and place set for hearing on claims (Printed copy of notice to creditors attached to affidavit.) Total amount of claims presented as reported:
\$3998.80 total amount of claims allowed: \$2548.53.

August 8, 1863. Warranty to appraisers issued to appears from Court Journal.

December 2, 1863. Filed, General and Widow's Separate Inventories and appraisal with warrant to and oath of appraisers annexed. Certificates of appraisers, dated Dec. 2, 1863, and shows among other things that appraisal contained in said inventories is as by them determined on the 19th and 20th days of August, 1863. Date of oath of appraisers August 13th, 1863.

Among other real estate the following is listed in General inventory:

"Thirty acres of land in the Northwest fractional quarter of Section No. 23, Town 9, Range 21 East, being all the remaining South part of River lots Nos. 3, 4, in said North west fractional quarter of said section, town, and range, lying North of Milwaukee River and being not heretofore needed to other parties(all well fenced and under cultivation aggregated at \$40.00 per acre)"

"On said 30 acres are situated: Appraised at \$1200.00

1 Stone dwelling house and stable, which was occupied by deceased and one old store.

Appraised at \$900.00

1 Stone Dwelling house (in their garden) occupied by the parents of said deceased both being not in good repair. "

Appraised at \$200.00

"A Grist mill with water power, dam and mill race, and a saw mill in connection with the same, estimated yearly rent \$1000.00

Appraised at \$8000.00

"A strip of land 3 rods in width in N. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ Section 23-9-21 heretofore sold by John Thomson to John H. Thien deceased and calculated to be used as a road to join the Green Bay Road with the Milwaukee and Fond du Lac Plank Road".

Appraised at \$20.00.

Note:-- A; the other real estate listed is situated in Milwaukee County.

December 2, 1863. Filed. Petition of executrix to sell personal property.

December 2, 1863. Filed. Order for license for sale of personal property.

December 29, 1863. Filed. Petition of Betty Thien, widow of said deceased for order setting off all the personal estate to her, which is listed in widow's separate inventory.

Order, dated December 29, 1863, endorsed on last mentioned petition, setting hearing thereof for 2nd Monday of Jan. A. D. 1864 at 10 o'clock A. M. at County Judge's office, and for notice thereof to be given to H. G. Turner, attorney for J. H. Thien at least ten days before said hearing.

February 8, 1865. Filed. Order endorsed on last mentioned petition, which order reads as follows: "By agreement the prayer of the within application is hereby denied. February 8th, 1865. Filed Feb. 8, 1865. J. W. Lutfring Co. Judge."

March 1, 1864. Filed. Verified petition of Executrix to sell certain real estate to pay debts. Among other things it is represented that said deceased died seized of the "Following

described real estate, to-wit: "30 acres of land in the N.W. frl. $\frac{1}{4}$ of Sec. 23-9-21 , well fenced and under cultivation value about \$1200.00 buildings and grist mill thereon situated value about in the whole \$9100.00.

"A strip of land 3 rods in width in N. W. $\frac{1}{4}$ N. W. $\frac{1}{4}$ Sec. 23-9-21 value about --- \$ 20.00

(and also a number of other tracts of land all situated in Milwaukee County, described in said petition.)

Petitioner prays in said petition "that license be to her granted to sell the 8th described tract of real estate, in the order above set forth." Said 8th described tract is the following: The E. 60 and $\frac{2}{4}$ acres of W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ of Section 20-8-22 East, "not fenced not cultivated, but almost all wood chopped off, and which piece J. F. Meyer claims one undivided half. "(Value given \$700.00).

(No filing mark) Filed March 5, 1864, as shown by court Journal. Assent of Betty Thien and J. H. G. Thien to sale of said 8th tract described in said petition and waiver of all notice of all notice in the matter of said petition, for sale of said real estate.

March 1, 1864. Order reciting: "Whereas Betty Thien, executrix of the last will and testament of John H. Thien, has applied to this court for a license to sell real estate of the estate of deceased, and whereas the said Betty Thien is one of the heirs of said estate, as appears by and in said will and testament and is therefore interested, and whereas the said Betty Thien is one of the heirs of said estate, as appears in and by

said will and testament and is therefore interested, and whereas the said Betty Thien has been heretofore appointed Guardians of the minor heirs of said deceased, but as a person interested, cannot be permitted to represent the interest of said minors in the hearing and determination of said application for sale of said real estate of said deceased", etc., and appointing "Gustav Goetze special guardian of Henry, Emily, Elly and Helene Thien, infant children of John Henry Thien, deceased", and authorizing and empowering him "to act for and represent said minors as special guardian before this court on the hearing of said application and the proceedings subsequent thereto according law and the test interest of said minors." (said order is a form of warranty.)

March 7, 1864. Filed (as appears from Court Journal) Order of hearing on petition to sell real estate.

May 7, 1864. Filed, Affidavit of publication of order for hearing petition for license to sell real estate. (Printed copy of said order attached). From said printed copy of order it appears that hearing was set for April 14th 1864 at 10 o'clock A.M.

April 14th, 1864. Filed Order of license for sale of the 8th tract of real estate described in said petition for sale of real estate.

December 16, 1863. Filed, Application and notice of Wm. Zimmermann, one of the sureties on executrix's bond, and the other sureties on said bond that they wish to draw the security given by them in said bond. Signed by said Zimmermann for himself and the other sureties.

Dec. 16, 1863. Filed order endorsed on said last mentioned paper reading: "In Probate. Ozaukee County Court, Ordered that said prayer cannot be granted, until other sureties are given and approved by this Court Dec. 16th, 1863. J.W.Lutfring Co. Judge. "

November 10th, 1864. Filed order endorsed on said last mentioned petition, granting the prayer of the petition and extending the time for settlement of the estate for nine months for and after the after date of order. Order dated Nov.10,1864.

January 18th, 1865. Filed. Executrix's report of sale of personal estate.

February 8, 1865. Filed. Executrix's second report of sale of personal estate.

January 18, 1865. Filed. Petition (not verified) dated November 28th, 1864, of Betty Thien, executrix of said will, representing "that she wishes to resign her position as such executrix and therefor prays that an order of settlement to granted to her, appointing the time and place when and where such settlement may be had" and "that Henry Thien would be the most recommendable person for being her successor in said office of executrix" and praying "that the Court may appoint him as such successor, if the Court should see fit."

January 18, 1865. Filed Order reciting "On reading and filing the petition of Betty Thien executrix of said estate asking that she may be allowed to resign her trust as such executrix and representing among other things that there is left unadministered

goods and chattels belonging to said estate to a large amount and that it is necessary to appoint an administrator do bonis non with the will annexed, to administer said estate and praying that John H. G. Thien of said County be appointed to said trust" and ordering "that said petition be heard before the Judge of this Court on Thursday the 9th day of February next at 10 o'clock A. M. at his office in the Village of Port Washington in said county," and "that notice thereof be given to the heirs of said deceased and to all persons interested by publishing a copy of this order for three successive weeks prior to said day of hearing in the Ozaukee County Advertiser a weekly newspaper printed and published at Port Washington in said county. "

March 3, 1865. Filed. Affidavit (sworn to March 3 1865) of John R. Bohan, " that he is and had during the whole time of the publication of the notice of which the annexed is a correct copy printer and publisher of the Ozaukee County Advertiser a weekly newspaper printed and published at Port Washington in the said County of Ozaukee and that the said notice has been regularly published in said paper once in each week for four successive weeks next previous to the 9th day of February, A. D. 1865 and further saith not."

(Printed copy of said last order attached. In said printed copy the name Thien as written on the order if printed Thein.)

February 8th, 1865. Filed. Final account of executrix Betty Thien.

February 8th, 1865. Filed. Report in addition to account, being supplemental account.

See note
at foot
of this
proceeding

February 9th, 1865. Filed. Order reciting "on reading, examining and filing the final settlement of Betty Thien, executrix of the last will and testament of said deceased, and ordering "that the amount and statement made by the said executrix be and the same is hereby allowed and approved" and "that the resignation of the said executrix be and the same is hereby accepted" and " that the said executrix deliver over to John H. G. Thien, appointed this day administrator, de bonis non with the will annexed of the estate of said deceased, all the goods, chattels, rights, credits, and estate of the said deceased, in her hands, and take his receipt therefore.

February 9th, 1865. Filed. Order, reciting "pursuant to the order of this Court made in said matter, on the 18th day of January A. D. 1865, the application of Betty Thien, tendering the resignation of the trust as executrix of the last will and testament of said deceased and recommending J. H. G. Thien as administrator de bonis non with the will annexed was this day heard and considered and the affidavit of John R. Bohan, showing that the notice required to be given by said order, has been duly published and ordered to be filed, and it appearing that the said J. H. G. Thien is entitled to said trust, and that the prayer of said petition ought to be granted and no adverse appearance or objection being made" and ordering "that the said John H. G. Thien be and the same is hereby appointed administrator de bonis non with the will annexed of said deceased, and that the said John H.

G. Thien give bond to the Judge of this Court, in the sum of Two Thousand Dollars conditioned according to the Statutes in such case made and provided."

February 9, 1865. Filed. Bond of Administrator de bonis non with the will annexed. Approved by County Judge same day.

February 9, 1865. Issued (Letters of administration de bonis non with will annexed to said John Henry Gerhard Thien. Copy filed February 10th, 1865.

June 29th, 1854. Filed. Petition of Betty Thien of Mequon, Ozaukee County, Wisconsin, representing among other things: that she is the widow of John H. Thien late of the said County, deceased, and that her husband died on the 6th day of July 1863; that at time time of his death he was seized on an estate of inheritance in fee simple in and to the following described real estate, to-wit: (Here are set out descriptions of anumber of tracts of landamong which is also description of the following: 30 acres of land in the N. W. frl. $\frac{1}{4}$ in Section 23-9-21 East, being all the remaining S. part of river lots 3 and 4 in said N. W. frl. $\frac{1}{4}$ of said section lying North of Milwaukee River and being not "heretofore" deeded to other parties. "On said 30 acres are situated 1 stone dwelling house (in the garden still now occupied by the parents of said deceased). 1 stone dwelling house and stable which was occupied by deceased and one building formerly used as a store; 1 Grist mill with water power, dam and mill race, and a saw mill in connection with the same." Descrip-

tion of the following also follows: " a strip of land 3 rods in width in North west $\frac{1}{4}$ of N. W. $\frac{1}{4}$ Section 23-9-21 heretofore sold by John Thompson to John Henry Thien deceased and calculated to be used as a road to join the Green Bay Road with Milwaukee and Fond du Lac Road Plank) that your petitioner has not her dower in said estate assigned to her, and that the heirs at law of said deceased, towit: Henry Thien Jr. the other heirs being minors, do not dispute her right of dower in said real estate, and praying "that her dower in said real estate be assigned and set off to her, according to law, and the rules and practice of this court. "

February 8th, 1865. Filed: Order endorsed on said last mentioned petition, that " by agreement between applicant and H. J. Thien the prayer of the within application is denied. Order dated February 8, 1865.

February 8th, 1865. Filed. Order reciting "whereas the widow of said deceased has heretofore applied to this Court, to set off her dower interest in and to the estate of said deceased and whereas G. Goetze atty. for said widow appeared in open court this day and declared that the said widow under and by an agreement with J. H. G. Thien became satisfied that she the said widow therefore now relinquished all her claim to such dower interest in the estate of said deceased" and ordering "that all further proceedings on said application be and the same are hereby dismissed."

March 14th, 1865. Filed. Petition of John H. G. Thien administrator de bonis non with will annexed for license to sell real estate. Said petition among other things purports to set out all of the real estate of which said deceased died seized. Among other real estate so set out is the following:

" 1. 30 acres of land in N.W. frl. $\frac{1}{4}$ of Sec. 23-9-21 well fenced and under cultivation value about \$1200.00 Buildings Grist Mills thereon situated valued in the whole amount \$9100.00.

2. A strip of land 3 rods in width in the N. W. $\frac{1}{4}$ of N. W. frl. $\frac{1}{4}$ Section 23-9-21 value \$20.00 (a number of other tracts not in said section 23 are also set out). Prays for license to sell real estate described as situated in Section 20-8-22 East, Milwaukee County. (For description of real estate petitioned to be sold see below under Sept. 4th, 1865. Final order of license, etc.

Note:-- All the other described real estate in said petition is situated in Milwaukee County).

March 14th, 1865. Filed. Order for hearing and for notice of last mentioned petition.

The hearing set for trial April 29th, 1865 at 10 A. M.

March 14th, 1865. Filed. Order the same as last one and additional order thereunder for personal service of notice "on Betty Thien, Guardian of the minor children and heirs at law of John Henry Thien and devisee by his last will and testament."

April 14th, 1865. Filed. Order reciting and ordering "on motion of H. G. Turner atty. for the administrator de bonis non of said estate, Betty Thien for herself and as guardian of the minor heirs of John H. Thien deceased consenting, ordered that a license of sale be issued to John H. G. Thien administrator etc., authorizing him sell the same parcel of real estate which the executrix was authorized to sell by order of license granted to her and dated April 14th, 1864."

April 14th, 1865. Filed. Order of license for sale of the real estate licensed to be sold in said order of April 14th 1864.

May 12th, 1865. Filed. Bond for sale of real estate, licensed to be sold April 14th, 1865. Examined and approved by County Judge same day.

May 13th, 1865. Filed. Administrator's oath before sale.

May 30th, 1865. Filed. Report with various exhibits annexed of sale of real estate licensed to be sold April 14, 1865.

May 30th, 1865. Filed. Confirmation of sale of real estate licensed to be sold April 14th, 1865.

April 29th, 1865. Filed as appears from Court Journal Affidavit of Publication of order of hearing, etc. on petition of March 14th, 1865. (This affidavit is recorded in Book of Inventories and Final Settlements on pages 574 and 575.)

April 29th, 1865. Filed. Order adjourning hearing on petition of March 14th, 1865 at May 20th, 1865 at 1 o'clock P. M.

May 20th, 1865. Filed. Order adjourning hearing on petition of March 14th, 1865 to June 5th, 1865 at 1 o'clock P.M.

September 4th, 1865. Filed, minutes on hearing of said last mentioned petition. Said minutes show among other things an adjournment from June 5th, 1865 to September 4th, 1865, and that the affidavit of publication of notice was filed; also "that administrator presented to court a decument in writing by and in which Betty Thien widow of said deceased and guardian of the minors of said deceased assented to the sale of the "real estate prayed to be sold in said petition on March 14th, 1865.

September 4th, 1865. Filed. Order of license of sale of real estate prayed to be sold in said petition of March 14th, 1865. The real estate so petitioned and ordered to be sold is the following: 37-88 acres of land in Section 20-8-22 East in Milwaukee County, Wisconsin, described as so much of lot 1 in said section 20 as remains after excepting therefrom the East 20 acres thereof and a piece of 4 acres heretofore conveyed to one Xaverious Star, together with the saw mill, dwelling house, barn and other buildings thereon, and such share or interest in the dam and water power on the Milwaukee River, adjacent to said land as is appurtenant thereto.

November 4, 1865. Filed. Bond upon license to sell real estate. Licensed to be sold September 4, 1865. Approved by County Judge, November 4th, 1865.

November 4th, 1865. Filed. Oath before sale, of administrator.

December 23rd, 1865. Filed, Oath (sworn to Oct. 3rd, 1865) of appraisers of real estate licensed to be sold September 4th, 1865.

December 23rd, 1865. Filed. Inventory and appraisal of real estate licensed to be sold September 4th, 1865.

December 23rd, 1865. Filed. Report with various exhibits annexed of sale of real estate licensed to be sold September 4, 1865.

December 23rd, 1865. Filed. Confirmation of sale of real estate licensed to be sold September 4th, 1865.

May 1st, 1865. Filed, Inventory of administrator de bonis non with will annexed. Lists among other real estate the following:

30 acres of land in the Northwest frl. $\frac{1}{4}$ of Sec. 23-9-21 E, being all the remaining S. part of River no. 3 and 4 in said N. W. frl. $\frac{1}{4}$ of said section, town and range being North of Milwaukee River and being not heretofore deeded to other parties, all well fenced and under cultivation appraised at \$40.00 per acre \$1200.00 on said 30 acres are situated: 1 stone dwelling house and stable, which was occupied by deceased and 1 old store \$900. 1 stone dwelling house in the garden still now occupied by the parents of said deceased, both being not in good repair \$200.00 1 Grist Mill with water power, dam and mill race and a saw mill in connection with the same, estimated yearly rant \$960.00 appraised at \$8000.00 a strip of land 3 rods in width in N. W. $\frac{1}{4}$ of the N. W. frl. $\frac{1}{4}$, section 23-9-21 heretofore sold by John Thompson to J. H. Thien deceased, and calculated to be used as a road, to join the Green Bay Road with the Milwaukee and Fond du Lac Plank Road. \$ 10,320.00

Note: All other real estate listed in said inventory is situated in Milwaukee County.

March 22, 1870. Filed, Petition, (not verified) dated March 19th, 1870. of said administrator representing "that it becomes necessary for him to make up his account as such administrator as far as said estate has been settled, in order to ascertain and to show to this Court, the state and condition of said estate, for the purpose to settle a certain claim against said estate to be made by one of the minor heirs of said deceased, to-wit: Anna Elizabeth Thien, youngest daughter of said deceased and born after the will of said deceased was made and for which said Elizabeth Thien no provisions has been made in the last will of said deceased, while the same provides for all and each of the other heirs" and praying "that the Hon Judge of said court might fix a day for him to appear and lay his account before said Court for the purpose above stated and for the assignment of said Estate to the parties appearing to be entitled thereto, including said Anna Elizabeth Thien, heirs of deceased.

March 22nd, 1870. Filed, Order reciting and ordering "On reading and filing the Petition of Henry Thien Administrator of the estate of John H. Thien deceased representing among other things that it becomes necessary to make up his account as such administrator as far as said estate has been settled in order to ascertain and to show to this court the state and conditions of

said estate for the purpose to settle a certain claim against said estate to be made by one of the minor heirs of said deceased to-wit: Elizabeth Thien youngest daughter of said deceased and born after the will was made, and for which said Elizabeth Thien no provisions had been made in the last will of said deceased. While the same provides for all and for each of the other heirs and praying that a time and place be fixed for examination and allowing his account of administration, it is ordered, that said account be examined by the Judge of this Court, on Tuesday the 7th day of April 1870 next at 10 o'clock A. M. at the County Judge's office in the Village of Port Washington and it is further ordered that notice thereof be given to the administrator de bonis non and the Guardian of said heirs by serving a copy of this order on each of them at least ten days prior to said day of examination."

March 22, 1870. Filed, Order reciting and ordering "Whereas Henry Thien administrator de bonis non with the will annexed of the estate of said deceased has presented his petition to this Court showing that it is necessary to settle his account upon this date and praying that the claim of Anna Elizabeth Thien for whom no provisions is made in the will as heir be heard and determined by this Court and whereas said Anna Elizabeth Thien has no General Guardian to represent her at such hearing therefore it is ordered by this court that Gustav Goetze be and the same is hereby appointed Guardian ad litem of said Elizabeth Thien to represent her and take care of her interest

IN said estate. "Dated March 22, 1870. Under said order consent of Gustav Goetze, signed by him, "to act as guardian ad litem in pursuance to the aforesaid appointment. "Consent dated March 22, 1870.

April 7th, 1870. Filed. Admission of service signed by Betty Goetzem, formerly widow of J. H. Thien deceased and Gustav Goetze, Guardian ad litem for Anna Elizabeth Thien" that Service of Notice of Settlement of J. G. H. Thien administrator de bonis non of the estate of J. H. Thien deceased with the will annexed, said settlement to take place before the Hon. County Judge, April 7th, 1870 at 10 o'clock A. M. is hereby acknowledged. "

April 8, 1870. Filed. Verified Account of said administrator de bonis non, etc. said account is endorsed "examined and allowed the with in account this 8th day of April 1870." Such allowance signed by County Judge. Said account shows claims allowed against estate by commissioners paid in full, and shows also the following disbursements among others: "Household expenses of the family Hohrhusen from 1864 Nov. 1, to their death to Jan-1870 including funeral charges \$600.00."

Account shows cash balance on hand of \$282.13.

In Minute Book, Vol. A. pages 122 and 123 appear the following minutes in said estate.

1870 March 22. Henry Thien administrator of said estate filed appl. for partly settlement. Said application was on said day filed by the Court and order issued to examine the account of said administrator on the 7th day of April 1870. The same day Order issued and filed appointing Gustav Goetze guardian at litem for Elisabeth Thien.

April 7th. The examination of administrator H. Thien was adjourned by this Court until April 8th, 1870 at 2 o'clock P. M.

April 7th. Filed. affidavit of notice of service of a settlement on Widow Thien.

April 8th, Filed. Account of J. H. Thien administrator de bonis non with the will annexed of the estate of John H. Thien deceased by which it appeared that the said administrator had received the sum of \$4755.79 and expended as per report the sum of \$4473.66 (leaving a balance in hands of administrator of \$282.13, and the said account being examined by the Judge of this court and vouchers produced was found correct and approved by order duly made and filed.

And at the same time it was further ordered on application of Administrator, J. Stark, his attorney being present, also Betty Goetze widow of J. H. Thien deceased by Gustav Goetze and Gustav Goetze as Guardian ad litem for Anna Elizabeth Thien a minor child of said deceased who has no general guardian being also present that Anna Elizabeth Thien, who was born after the makings of the will and is a legitimate child of said deceased and not mentioned in said will should share and have the one sixth part of the so-called Thiensville Property in Ozaukee County, subject to the payment of certain legacies named in said will, and also subject to a right of dower therein during the life of Betty Goetze widow of said deceased also subject to the equit-

able rights and claims of Henry J. Thien administrator, for his expenses and repairs and improvements upon the same, and subject to the incumbrance thereon, and that said Anna Elizabeth Thien should also be entitled to the one sixth part of the good hope property belonging to deceased, and situated in Milwaukee County subject to the widow's dower therein and subject also the to payment of all legal incumbrances thereon and to estate for years therein devised to Betty his widow by deceased, which said order was duly filed.

April 8th, 1870. Filed. Final order and judgment, reciting and adjudging:

"Whereas it appears from the records and files of said Court, and from the account of John H. G. Thien, administrator de bonis non with the will annexed of the estate of John Henry Thien late of said County of Ozaukee, deceased, that all the personal estate of said deceased was required for the payment of debts and expenses of administration that in addition to the personal estate, part also of the real estate of said deceased was required to be sold for the payment of the debts of the deceased, and that after the payment of all the debts except certain amounts secured by mortgages upon real estate made by the said deceased in his life time, and of the funeral charges of the said deceased, and the expenses of the administration, as allowed by the Court, and after applying the balance of two hundred eighty two and 13/100 dollars appearing by the account aforesaid to be now in the hands of the said administrator the payment of interest upon said mortgage debts, there remains unsold and undisposed of, certain real estate in the counties of Milwaukee and Ozaukee respectively, belong the

sole remaining property belonging to said estate, which is to be assigned to those persons entitled thereto under and in virtue of the will of said deceased, and under the law of this state in such case provided.

And Whereas it has been made to appear to the Court, that Betty Thien, widow of said deceased, now the wife of Gustav Goetze of said Port Washington, and John H. G. Thien, Helene Thien, Elly Thien, Henry Thien and Emily Thien, children and devisees named in said will are all now living, and that Anna Elizabeth Thien, a child and heir at law of said deceased was born after the making of said will and was not provided for therein, and is therefore entitled as heir at law of said deceased to have the same share in the estate of said testator deceased, as if he had died intestate, and that the above named are the sole and only heirs, legatees and devisees of said deceased, and the only persons now in any manner interested as successors to his estate or any part thereof, and that Henry Mohrhussen and his wife referred to in said will are both deceased.

And Whereas it further appears, that a guardian ad litem has been duly appointed for the said Anna Elizabeth Thien minor child and heirs as aforesaid in this matter and that due notice has been given to said Guardian of this application;

Now, upon application of said John H. G. Thien administrator de bonis non as aforesaid, praying that his account of his administration may be allowed, and that the said remaining

property belonging to said estate may be assigned to the several persons respectively entitled thereto under the will of said deceased, and that the share of said Anna Elizabeth Thien may also be assigned to her as provided by law, out of said remaining estate Gustav Goetze the said guardian ad litem of said Elizabeth appearing and being heard upon such application, it is thereupon ordered and adjudged and the Court doth hereby order and adjudge, that the said account of the said John H. G. Thien administrator as aforesaid of his administration, and of his receipts and disbursements in and about the same, be and the same is hereby approved and allowed.

It is further ordered and adjudged that the said remaining property belonging to said estate, be and the same is hereby assigned to the aforesaid widow and heirs of said deceased, respectively, and in the shares and proportions as follows, that is to say:--

1st: To the said Helene Thien, Elly Thien, Henny Thien and Emily Thien, each the sum of two thousand dollars, to be paid to each of them by said John H. G. Thien as soon as she shall reach the age of eighteen years, and that the payment of said sums or legacies is charges upon the real estate in said Ozaukee County, be said will devised to said John H. Thien.

2nd: All the real estate of said deceased in said County of Ozaukee being in the South half of the North west frl. quarter of Sec. 23-9-21 East, together with the dwelling house, grist mill, saw mill and all other buildings thereon situated

and together with all the appurtenances, rights, privileges, improvements, water power, mill dams, and casements, belonging and appertaining thereto to said John H. G. Thien and said Anna Elizabeth Thien, to have and to hold the same to them and their respective heirs and assigns forever, in the following shares and proportions, to-wit:

To said John Henry C. Thien the equal undivided five sixths thereof in fee and a dower interest for the life of said Betty Goetze, widow, in the other one sixth thereof subject to the payment of said four legacies of two thousand dollars each, above mentioned; and to said Anna Elizabeth Thien, heirs at law of said deceased, an equal undivided one sixth thereof, subject to a right of dower therein for the life of said Betty Thien widow of said deceased, and to the equitable right and claims of said John H. G. Thien against the same for his expenditures in making necessary repairs and valuable and permanent improvements upon said real estate:-- and the whole of said property so assigned being subject to a mortgage thereon made by the said deceased in his life time for the payment of one thousand dollars to one Nolde, and to the balance of one thousand dollars yet unpaid upon a mortgage thereon made by said deceased to one Kolway.

3rd: All that part of the real estate described in said will as situate in the Town of Milwaukee in the County of Milwaukee and State of Wisconsin, which lies west of the Milwaukee River, including the grist mill and other buildings thereon and

all the privileges water powers and mill dams and the appurtenances, thereunto belonging, and to said widow and heirs of said deceased to have and to hold the same to them and their several and respective heirs and assigns, from and after the majority of the youngest of said children of a said deceased, forever, and in the manner following, to-wit:

To said Betty Goetze, widow, and said John Henry G. Helene, Elly, Hennny and Emily, children of said deceased, the equal undivided five sixths thereof, in equal shares among them, and to said minor child Anna Elizabeth Thien an undivided one sixth thereof, subject to the widows dower therein; and the whole of said real estate in said Town of Milwaukee being subject to incumbrances by mortgage made thereon by the said deceased in his life time, to the amount of forty five hundred dollars of principal, and being further subject to the estate for years therein given to said Betty, widow, by said will, being the use and occupation, and all the income, rents, profits and privileges in and to the same property during the minority of the children of said deceased, and until the youngest of said children shall become of age.

4th. To said Betty Goetze, widow of said deceased or her assigns, the use and occupation of the said real estate last above mentioned, being in said Town of Milwaukee, and all the income, rents, profits and privileges in and to the same, to have and to hold the same to her and her assignees for and during the minority of the said children of said testator, and until the youngest of said children shall become of age, and the same being assigned to her in lieu of dower in said estate in

accordance with the terms of said will.

5th: All the rest and residue of the estate of said deceased not hereinbefore specifically assigned, if any there be, to the said six children of said deceased in equal shares to have and to hold the same to them, their heirs and assigns forever.

Dated April 8th, 1870.

A number of vouchers to the accounts of both executrix and administrator are in the files.

Note: Final account of executrix shown among other things that she paid a number of bills which were allowed by commissioners also, among other disbursements the following:

"Household expenses for the family of Mr. Mohrhusen step father of deceased during time from July 7th, 1863 to November 1st, 1864--\$164.28."

43. STATE OF WISCONSIN: COUNTY COURT: OZAUKEE COUNTY: IN PROBATE:

In the matter of the Guardianship of the Minor Heirs) File Box
of John Henry Thien, Deceased.) "T & U"
) Journal,
) page 283.

Journal has the following entries in said matter: 1863.

July 11th. Filed petition of Betty Thien. B. of L. p. 355.

Aug. 8th Filed order admitting will and the provisions of appointing Betty Thien Guardian.

August 8th Filed Order requiring bond.

August 8th Filed approving bond of Guardian.

August 8th Filed letters of Guardianship. Page 256.

August 8th, 1863. Filed. Order reciting and ordering "On reading and filing the petition of Betty Thien widow of John H. Thien late of the Town of Mequon, Ozaukee County, deceased, to hear the proofs of the last will and testament of John H. Thien, deceased, and whereas affidavit due publication of a copy of the order in said matter was filed and the proofs of said last will and testament were heard before me at my office in the village of Port Washington, on the 8th day of August last and the said will of John Henry Thien deceased was on a full hearing admitted to Probate and whereas in said last will of the said John Henry Thien deceased there is a provision, by which he the said John Henry Thien deceased ordered and desired, that Betty Thien by the guardian of the minor children of said deceased after his death and it appearing to this Court, that it is necessary to appoint a guardian to minor children to-wit: (here follows a blank line) heirs of said deceased, and that said Betty Thien is a fit and proper person for said trust, it is ordered that the nomination of the said Betty Thien in and by the last will and testament of said deceased is hereby approved as and for the guardian of said minors; and it is further ordered, that the said Betty Thien be and is hereby required by give bond to said minors, with sufficient sureties to be approved by the Judge of this Court in the sum of Three Thousand (\$3000.00) Dollars, conditions pursuant to the statute in such case made and provided."

Sept. 3, 1863. Filed. Bond of Guardian, running to Helnen, Elly, Henny, Emily and Elizabeth Thien of Mequon, minor children and heirs of John Henry Thien late of Mequon, Ozaukee

County, deceased." Bond approved and sureties adjusted sufficient same day. (There is among other endorsements the following: "Filed January 4th, 1863, J. McCarthy Clerk).

_____ 1863. Filed, Letters of Guardianship to Betty Thien. Said letters read in part; "Whereas, an application hath been lately made unto John Willie, Lutfring Esquire, our Judge of the County Court for said County, at a special term thereof, held at the County Judge's Office on the(8th)eight day of August, A. D. 1863, on the petition of Bettty Thien in that behalf, and reposing, "etc. and "we do hereby appoint you the guardian of Heleny Thien, Elly Thien, Henny Thien, Emily Thien and (here is a blank) Thien infant children of John Henry Thien deceased until the said children shall respectively attain their majority, according to law, and unless these presents shall be sooner revoked. Hereby requiring, "etc. Dated _____ day of August, 1863. There are two of these letters in files, one has not the seal of the court attached and the other in the place for the seal of the court has the word seal written with a pen enclosed by a scroll made with pen.

February 9, 1865. Filed. Certificate of teachers as to attendance at school as to Helene Thien, minor.

44. Certified copies of the last will and testament of John Henry Thien deceased, and the order admitting said will to probate and establishing the same as a valid will, In the Matter of the Will of John Henty Thien deceased, Ozaukee County County, together with the letteres testamentary to Betty Thien, in said matter, were recorded in the office of the Register of Deeds of Ozaukee County,

Wisconsin, November 6th, 1863 at 10 A.M. in Vol. 14 of Deeds, on pages 161, 162, 163, 164 and 165.

Note:--Such record shows seal of court attached to said order.

STATE OF WISCONSIN: COUNTY COURT: OZAUKEE COUNTY:

In the Matter of the Guardianship of)
Elly Thien, Minor Heir of John Henry Thien,) File Box S.T.
Deceased.)

45.

October 14th, 1872. Filed, Petition (not verified) of Elly Thien representing that she is a minor over the age of 14 years, to-wit: 18 years on the 14th day of September 1872, that she is one of the heirs of John Henry Thien, deceased, that she resides in the Town of Port Washington Ozaukee County, State of Wisconsin; that her father John Henry Thien deceased late of the Town of Mequon, died on or about the month of July 1863, leaving her a large amount of personal estate, to-wit: The sum of \$2000.00 in money and other personal estate, that she is desirous to have a Guardian appointed to have the custody and tuition of petitioner and that care and management of her estate during his minority, praying that William A. Tholen of Port Washington may be appointed her Guardian. Petition dated October 12th, 1872.

October 14th, 1872. Filed. Bond of Guardian in amount of \$4000.00. Examined and approved by County Judge same day.

October 14th, 1872. Filed. Letters of Guardianship to William A. Tholen, of the person and estate of said minors. (Seal of County Court not attached, although it is stated in said letters that seal is attached.)

September 18th, 1873. Filed. Application of surety to be discharged from bond.

September 18th, 1873. Order for hearing application for discharge of surety, and for notice to guardian, Hearing set for October 23rd, 1873, at 3 P. M.

September 29th, 1873. Order that guardian file new bond with two good and sufficient sureties, and that upon filing of bond the sureties on old bond be discharged.

October 3rd, 1873. Filed, Bond of Guardian in amount of \$4000.00. Examined and approved by County Judge same day. Ordered filed discharging sureties on old bond.

August 3rd, 1875. Filed, receipts of release (dated July 31, 1876) of Ellie Thien, child and heir of full age of Henry Thien, deceased, late of the Town of Mecouon, Ozaukee County, Wisconsin, acknowledged that she has on day of date of receipt and release received of William A. Tholen, her guardian the sum of Two Thousand Dollars, as payment in full of her share and legacy, bequeathed to her in the last will and testament of her deceased father Henry Thien, and acquitting, releasing, exonerating and discharging said Tholen, his heirs, etc., from all liability on account of said sum of money, and deeming herself fully satisfied and paid in full as above stated.

August 3rd, 1876. Filed. Order discharging said guardian and his sureties.

46. STATE OF WISCONSIN:	COUNTY COURT:	OZAUKEE COUNTY:
In the Matter of the Guardianship of	)	File box T. 2.
Emily Thien, minor heir of John Henry	)	Court record Vol.A
Thien, deceased.	)	page 249, Minute Box
-----		Vol. A., page 417.

September 3rd, 1878. Petition of Emily Thien representing that she is a minor over the age of fourteen years to-wit: 20 years on the 18th of December, 1878 and resides in the Town of Port Washington, County of Ozaukee, and State of Wisconsin, that her father J. H. Thien late of Thiensville in said County of Ozaukee died estate on the 6th day of July 1863, leaving her an estate amounting to \$2000. that Gustav Goetze her former guardian has gone to Germany and that she is therefore desirous to have another Guardian appointed to have the custody and tuition of petition and the care and management of her estate during her minority and that she selects James W. Vail as her Guardian. Prays that she may be appointed as such by the Court. Date and verified September 3, 1878. Under said petition is approved of County Judge of said nomination and order for bond in sum of \$4000. Dated September 3rd, 1878.

September 7th, 1878. Bond of Guardian, filed, approved, by County Judge same day.

September 7th, 1878. Filed, Letters of Guardianship to James W. Vail of the person and estate of said minors.

December 17th, 1878. Filed. Inventory, Lists among other property the following:

Her share and legacy in the Estate of John Henry Thien, deceased devised by will to her. The real estate left by the deceased is charged in said last will with the payment of this legacy. 2000.00

By verbal agreement with Henry Thien the said legacy bears now interest at the rate of $7\frac{1}{2}\%$ per annum from June 18th, 1878. 75.00

Also a note and mortgages executed by H. Thien Feb. 27th, 1871.

July 23, 1884. Filed. Guardian's account. In said account guardian charged himself with personal estate in inventory and interest collected, and credits himself with interest paid to Emily Thien and balance transferred to trustee, and verification he shows that he has paid her the sum of \$187.50 being interests for $1\frac{1}{4}$ year on the \$2000.00 legacy stated in the inventory, and that on the 19th day of December 1897 his ward having been then become of age, he entered into an agreement with her and other parties, whereby he became trustee, of her rights, and interests in the real estate, charged with the payment of her legacy and mortgage including \$37.60 interest then due her on her said legacy. Receipts signed by Emily Thien for said interest payments annexed. Order of Court dated July 23rd 1884, under said account and ordering: "Upon reading and examining the foregoing account of James W. Vail, Guardian of Emily Thien, when a minor and the vouchers accompanying the same and the said J. W. Vail

having exhibited to me the agreement entered into by said E. Thien when of age mention in the affidavit accompanying the said account I it order that the said account be and the same is hereby allowed and that James W. Vail be and hereby discharged together with him sureties from further liability on account of his said Guardianship. Said order filed July 23, 1884.

47. Helene Thien,) Receipt for Legacy.
 (Tholen))
 to) Received of Mr. John Henry
 J. Henry Gerhard) Gerhard Thien, the sum of
 Thien,) Eleven Hundred Twenty seven
) dollars and fifty cents (1127.50)

being in full for the balance of the legacy bequeath to me in and by the third clause of the last will and testament of John Henry Thien, my father deceased. Dated and acknowledged May 25th, A. D. 1872. "Signed Helene Thien (Tholen) SEAL.

Recorded Sept. 11, 1872 at 4 P.M. in Vol.17 of Mtgs., on page 218.

48. Elly Thien,) Receipted, dated, and ackd. Nov.
 to) 8th, 1872. \$2000.00. Received of
 J. Henry Gerhard) J. Henry Gerhard Thien the sum of
 Thien,) Two thousand dollars due to Elly

Thien as the cash share against the estate of Henry Thien deceased, bequeathed to her by Article third of the last will of Henry Thien, deceased. (Signed) William A. Tholen,

Administrator for Elly Thien.

Recorded Feb. 14th, 1873 at 12 o'clock M. in Vol.25 of Deeds, page 184

In the Matter of the application of) # 4376.
 Anna Elizabeth Thien, a minor for) File Box # 95.
 the sale of Real estate.)

July 12th, 1870. Filed. Petition of Anna Elizabeth Thien, a minor under the age of 14 years, by Betty Goetze, her mother and next friend, representing "that your petitioner is an infant of the age of eight years, and is a child and an heir of John Henry Thien late of said county of Ozaukee, deceased, and has no general guardian, and that, as such heir, at law, she is entitled to an undivided sixth part, subject to a right of dower therein for the life of her mother Betty Goetzem widow of said deceased, of the following real estate situate in said County of Ozaukee, described as all that part of the South half of the North west $\frac{1}{4}$ of section number 23 in town number 9 North of Range 21 E. whereof said John Henry Thien died seized, being about thirty acres of land, together with the dwelling house, Grist Mill, saw mill and all other buildings thereon situated, and together with all the appurtenances, rights, privileges, easements, improvements, water powers, mill dams and belonging and appertaining to said real estate and mills subject to one sixth of a mortgage made by said deceased in his life time to one Nolde, for one thousand dollars, and one sixth of the balance of one thousand dollars unpaid remaining upon a mortgage made by said deceased to one Kolway on the whole of said real estate, and also subject to the equitable right, claims,

and demands of John H. F. Thien owner of the remaining five sixths of said real estate and of the widows dower in the whole thereof, against said real estate and the said share of your petitioner therein, for his expenditures in making necessary repairs, and valuable and permanent improvements upon said real estate: that as such heir your petitioner is also entitled to an undivided one sixth part of certain real estate situate in Milwaukee County, Wisconsin, described as follows, (Here follows description of said real estate, the condition thereof and her interest in same, etc.) that said property in said County of Ozaukee, consists of a grist mill and a saw mill operated by water, with the appurtenant dams, mill races, machinery and other interior building used in connection with said mill and of the land before described on which said mills and improvements are situated; that said property requires a large expenditure yearly for taxes, insurance and repairs amounting during the last five years to the full rental value of the same (Here follows allegations in relation of Milwaukee property) that apart from said mills and the water powers and improvements connect therewith, said real estate has very little productive value; that John Henry G. Thien brother of your petitioner, as devisee of said deceased John Henry Thien is the owner of the whole of said real estate in said County of Ozaukee, except that one sixth undivided subject as aforesaid belonging to your petitioner, and threatens to commence proceedings against your petitioner for the partition thereof; and that an actual partition of the same is impracticable owing to the nature and situation

OF the property, and said property would have to be sold and your petitioner believes that in case of such sale she would be in a great danger of loss, owing to her inability to complete with the said owner of the greater interest therein "And that her said interest in said property cannot be made a secure of income, by renting the same, that if rented to strangers it is liable to be greatly injured by careless usage, and the nature of the machinery and improvements is such that it would be impolitic and unprofitable to rent the same, and the interest of your petitioner therein is so small that she cannot expect to derive an income from the rental thereof" and "that within the past four years very large sums have been expended by the said John H. Thien in making permanent and valuable improvements upon said property, for which she has been informed he claims an equitable lien upon said property, and upon the share of your petitioner for a proportionate amount of such expenditures and that he will insist upon such lien in said threatened proceedings for partition" and "that she has no other property of any kind than that hereinbefore described, and that she is dependent upon such income as she may be able to derive therefrom and upon his mother and her mother's husband for support" and "that John H. G. Thien has offered to purchase the share of your petitioner in said Ozaukee County property, and pay therefor the reasonable value thereof less the said dower interest, and less a proportionate amount of said mortgage lien and less a part only of his said expenditures for permanent improvements", and praying "that said real estate in said county of Ozaukee may be sold by and under the

direction of this Court, and that Gustav Goetze of said County, who is the husband of the mother of your petitioner may be appointed her special guardian, for the purpose of selling the interest of your petitioner in the said real estate, and John H. G. Thien and William Zimmermann of said County are proposed as sureties for the said Gustav Goetze as such special guardian to join with him in a bond in such penalty and upon such conditions as shall be required, "Dated April 8, 1870, Verified by Betty Goetze.

Endorsed on said petition is consent signed by Gustav Goetze" to be appointed the special guardian of the above petitioner for the purposes mentioned in the foregoing petition." Consent dated July 12th, 1870.

July 12th, 1870. Filed. Order reciting and ordering: "On reading and filing the petition of Anna Elizabeth Thien of Port Washington in said County of Ozaukee, an infant, under the age of fourteen years, who has no general guardian, by Betty Goetze her mother and next friend, praying for the sale of certain real estate therein, described under the direction of this Court, and for the appointment of Gustav Goetze as special guardian for the purpose of deducting the said sale, and it satisfactorily appearing to the Court that the said Gustav Goetze the persons proposed as such guardian in the said petition is a suitable and proper person for that purpose, and that there is no reasonable ground for said application; and now on motion of Joshua Stark solicitor for said petitioner, it is ordered that Gustav Goetze be, and he hereby is appointed the special guardian of the said infant for the purposes of such sale, upon his executing, together with two good

and sufficient sureties approved by the Court of the Clerk thereof, a bond to said infant in the penalty of Three Thousand Dollars conditioned for the faithful performance by the said Gustav Goetze of the trust proposed in him as such guardian, and for paying over, investing and accounting for, all moneys and that shall be received by him according to the order of any court having authority to give directions in the premises, and to observe the direction and orders of this Court, in relation to the said trust, and filing such bond in the office of the Clerk of the Circuit Court, the same being first approved of, as to its form and manner of execution, by the said Clerk, or by this Court, signified by his approbation endorsed thereon. And it is further ordered that it is referred to William A. Pors, an attorney for said Court as special referee to ascertain the truth of the facts stated in the said petition, and to examine the report thereon; and that he summon before him such of his relatives and friends of the said infant, and other persons, as he may think proper and examine them on oath, in relation to the matters of the said reference, and the said William A. Pors is required also to ascertain the value of the dower interest in said premises for the life of the said Betty Goetze on the principal of life annuities according to the Northampton tables and also the amount expended by John H. G. Thien within six years past last, for valuable and permanent improvements upon said premises and the value added to said premises, by such improvements thereon, and that said special referee make his report thereon to this court with all convenient speed. It is further ordered that said Spec-

ial Referee shall not proceed on such reference until the bond of said special guardian shall have been fully made, approved and filed, with the clerk of this court, as hereinbefore provided.

"Said order dated July 12th, 1870.

July 12th, 1870. Filed. Bond of special guardian, Gustav Goetze, principal; Henry Thien and William Zimmermann, sureties. Dated July 12th, 1870. Endorsed is approval as follows. "I approve of the within bond, as it its form and manner of Execution. Hugo Boclo Clerk of the Circuit Court Ozaukee County, Wisconsin.

July 12th, 1870. Filed. Report of Referee, dated July 12th, 1870. That "In pursuance of an order made in the above entitled matter on the 12th day of July 1870, ny which it was referred to me to ascertain the truth of the facts stated in the petition in the above matter, and to examine and report thereon and to ascertain and report the value of the dower interest in said premises for the life of said Betty Goetze, mentioned in the said petition, on the principal of life annuties according to the North Hampton tables, and also the amount expended by John H. G. Thien, agreeably to the said order, and having summoned before me such of the relatives and friends of the said infant and other persons as second likely to possess any information in relation to the matters of the reference, and examined them on oath in relation thereto, I am satisfied that all the material facts stated in the said petition are true and that the sale of the above, of the real estate in Ozaukee County belonging to said infant would be for her

benefit; and that my reasons for this opinion are the same as those set forth in the said petition, together with the probability that if the interest of the said infant is not said under the direction of this Court, proceedings will be commenced against said infant, by the adult joint owner for the partition thereof, which proceeding would subject the said infant to great expense, and such greater than that attending ⁱⁿ a sale under the direction of this court. I do further report that the said premises in Ozaukee County in which the undivided share of interest of said infant is proposed to be sold, are worth if wholly unincumbered the sum of twenty five thousand dollars, that the same are subject to Mortgage lien to the amount of seventeen hundred dollars; that John H. F. Thien, the adult joint owner of said premises with said infant has within the six years last past expended over twelve thousand Dollars for valuable and permanent improvements upon said premises, that the value added to said premises by said improvements thereon was and is ten thousand dollars, that the actual value of the share or interest of said infant in said real estate, subject to said mortgage liens and the equities in favor of said John H. G. Thien is Twenty Two Hundred and Thirty Three $\frac{1}{3}$ Dollars less the value of dower interest therein for the life of Betty Thien mother of said infant; that the expenses for taxes, interest upon mortgage encumbrances made by the father of said minor, and for necessary repairs on said premises, other than said permanent improvements have ever since the death of said father of said minor equalled the rental

value of said premises; that the interest of said infant in said premises is only one undivided sixth, subject to a dower interest for the title of Betty Goetze mother of said infant, and subject also to a mortgage line created by John H. Thien, father of said infant, in his life time to the amount of seventeen hundred dollars upon the whole of the premises described in the petition. That said premises have never been productive, and are not likely to be, to the said infant, owing to the great expenditure required annually for repairs, and to keep said premises in condition, And I further report, that in my opinion it will be for the interest of the said infant to have her interest in said real estate sold, upon the following terms and conditions: That so much of the proceeds of her share of interest in said property as may be necessary to pay the costs of these proceedings, be paid by the purchaser on the delivery of the deed, and that the payment of the residue of the purchase money of the interest of said infant be secured by the Bond of the purchaser and a mortgage upon the said premises or other real estate of equal value to be given to the said guardian in trust for said infant, conditioned to pay the principal sum, when the said Anna Elizabeth Thien shall arrive at the age of eighteen year, and that such purchaser either pay interest upon said sum or pay its equivalent by providing for the support and maintenance of said infant until she shall attain the age of eighteen years. And I do further report that the said Anna Elizabeth Thien will become 18 years of age on the fith day of September 1879 and that the present age of Betty Goetze, the mother of said infant and the value of whose dower interest in said ral estate I was required to ascertain, is forty three years, and that the present value of a dower interest for the

life of said Betty Goetze, in the said real estate of said infant, which I have ascertained on the principal of life annuities, is five hundred and thirty nine 66/100 dollars and I herewith report and return the testimony taken herein." Annexed to said report is testimony taken before said referee.

July 12th, 1870. Filed. Order, dated July 12th, 1870 reciting and ordering "On reading and filing the report of William A. Pors, special referee appointed by the Court for that purpose, made in this matter, and hearing date the 12th day of July, A. D. 1870, in pursuance of an order of this Court made on the 12th day of July 1870 and it appearing satisfactorily to this court from said report, and from proofs submitted in behalf of said infant Anna Elizabeth Thien will be substantially promoted by the sale of her share in all the real estate in Ozaukee County mentioned in the petition in this matter, for the reason stated in said report; on motion of Joshua Stark of Counsel for the said petitioner, it is ordered that said report of said referee be and the same is hereby confirmed, and it is further ordered that Gustav Goetze the special guardian of said infants, be and the same is hereby authorized and empowered to contract for the sale and conveyance of all the right, title, and interest of the said infant in and to said real estate at a price not less than the sum specified by said referee in his report of the value thereof; and upon the terms and conditions substantially as therein specified; and it is further ordered that before executing a deed or instrument of conveyance of the said premises to the purchaser or purchasers thereof, the said guardian report to this court, upon oath, the

terms and conditions of the agreement made by him for the sale of such premises.

July 13th, 1870. Filed. Report of Special Guardian on agreement for sale. Dated and verified July 12th, 1870. Reporting that "In pursuance of an order of this court made in the above matter, on the 12th day of April 1870, authorizing and empowering me, as the special guardian of Anna Elizabeth Thien, the infant therein named, to contract for the sale and conveyance of all the rights, titles, and interests of the said infant in and to the real estate in Ozaukee County mentioned and described in the petition of the said infant in this matter, dated the 8th day of April, 1870, and to report, upon oath, the terms and conditions of the agreement made by me with the purchaser or purchasers, before executing any deed or instrument of conveyance of the said premises, I, the said Special Guardian do certify and report that I have entered into an agreement subject to the approbation of the Court, with John H. G. Thien, of Thiensville, in the County of Ozaukee and State of Wisconsin, for the sale of all the right, title, and interest of the said infant in and to the said real estate upon the following terms and conditions: the said John H. Thien, to pay therefor the sum of Two Thousand Dollars when the said infant shall attain the age of eighteen years, that is, on the 5th day of September, A. D. 1879 and in addition thereto to pay the costs of these proceedings on delivery of the deed: The payment of said sum of two thousand dollars at the time aforesaid to-wit: On the 5th day of September, A. D. 1879 to be secured by the bond of said purchaser, and a mortgage upon said premises so sold, and also upon the interest of the said purchaser in the same

real estate except that portion of the land lying North of the Mill pond and Mill race, and having no building thereon, being about twenty four acres, to be given by him said purchaser to said Gustav Goetze the special Guardian of said infant, in trust for conditioned to pay said sum of two thousand dollars on the 5th day of December A. D. 1879. And I further report that said purchaser has made a good and sufficient agreement, with Betty Goetze the mother of said infant, for the maintenance education and support of said Betty of said infant during her minority for a just and adequate consideration payable to said purchaser to her in money each year, the payment thereof if fully secured by mortgage upon real estate and I deem such provisions for the support and maintenance of said infant to be a full equivalent for the interest upon the purchase money of the interest or share of said infant in said real estate, so sold to said purchaser. And said price of Two Thousand Dollars is more by Three Hundred Dollars then the value of the said share of said infant as reported by the referee, Wm. A. Pors thereunto appointed. And for these reasons I have agreed to accept said agreement and provision for the support of said infant, in lieu of and as equivalent to interest upon said purchase money, and to accept the bond and mortgage of said purchaser for the payment of said purchase upon the Two Thousand Dollars, when said infant shall attain the age of eighteen years without interest thereon until after the said principal sum shall become due. And I further report that the above are the best terms upon which I could sell said property; and that

in my opinion the said premises proposed to be mortgaged as security, are an ample security for the payment of said said purchase money as aforesaid."

July 13th, 1870. Filed, Order, dated July 13th, 1870, reciting and ordering "On reading and filing thereport of Gustav Goetze, the special guardian of the above named infant, made in pursuance of the order of this court, dated the 12th day of July, 1870, stating that in pursuance of said order he had entered into an agreement subject to the approbation of this court, with John H. G. Thien, for the sale of all right, title and interest, of the said infant in and to the real estate mentioned in said order, upon the terms and conditions mentioned in said report, and therein fully specified; on motion of Joshua Stark, Attorney for the said petitioner, it is ordered that the said report of said special guardian, and the agreement therein mentioned by and the same is hereby ratified and confirmed. And it is further ordered that the said special guardian do execute, acknowledge and deliver to the said John H. G. Thien a good and sufficient conveyance of all the Estate, right, title and interest of the said infant Anna Elizabeth Thien, in and to the premises aforesaid, upon his complying with the terms and conditions upon which, by the said agreement the deed was delivered,

It is further ordered that the amount paid by said purchaser for the costs of these proceedings no forthwith paid over to the attorney, of said petitioner."

March 22, 1879. Filed, Verified petition, (dated and sworn to March 17th, 1879) or Anna Elizabeth Thien of Port Washington Ozaukee County, an infant, representing: "that your petitioner is the daughter of one John H. Thien, deceased, on or about the 8th day of July 1863 and that after such decease to-wit on or about the 12th day of July 1866 her mother Betty Thien intermarried with one Gustav Goetze, that she inherited from her father certain real estate, that such real estate was sold in the said proceedings by the order of the said court to one Henry Thien, son of her said father and a former wife, that the consideration of such real estate was a bond for the payment of the sum of Two Thousand Dollars payable at the time when your petitioner shall become of the age of 18 years that the payment of such bond was secured by a mortgage on the following real estate situated in the County of Ozaukee and State of Wisconsin, described as all that part of the South half of the Northwest $\frac{1}{4}$ of Section 23-9-21 East, whereof John Henry Thien late of said Ozaukee County, died seized being about thirty acres of land together with the dwelling house, grist mill, saw mill and all other buildings thereon situate, and together with all appurtenances, rights, privileges, easements, improvements, water power, mill dams, etc. belonging and appurtenant to said real estate and mills, excepting therefrom that portion of said land lying north of the mill pond and canal upon said premises on which there are no buildings, being about twenty four acres.

That in the said proceedings her stepfather Gustav Goetze was appointed by the Court her special guardian, that the said bond and mortgage was executed by the said Henry Thien and Anna Thien his wife on the 13th day of July 1870, to the said Gustav Goetze then of Port Washington, in said county as her special guardian and his successors and assigns, That the said mortgage is recorded in the office of the Register of Deeds, of Ozaukee County, on the (th day of August, 1870 at 2 o'clock P. M. in Volume 16 of Mortgages on page 345. "and" that she (petitioner) resides with her mother at Port Washington aforesaid, that her special guardian Gustav Goetze, left his home at Port Washington, where he then resided with the family about a year ago, that he then went to Germany and has ever since resided there, and that it is doubtful whether he ever will return to the State of Wisconsin, or within the jurisdiction of this Court, " and praying" that the said Gustav Goetze, be removed from his said trust as such special guardian of your petitioner, and that one James W. Vail, Banker, residing at Port Washington, in said County of Ozaukee may be appointed in his stead the special guardian of your petitioner in relation to the trust of said bond and mortgage. "

Annexed to said petition is supporting affidavit of Betty Goetze, "that she is the mother and next friend of the said Anna Elizabeth Thien, that she has heard read the above petition, of the said minor, that all of the allegations set forth therein are true and that she joins her said daughter in the said petition and respectfully asks said court, that the said Gustav Goetze may be removed from his said James W. Vail may be appointed in his stead." (Sworn to March 17, 1879).

Annexed to said is also supporting affidavit (sworn to March 17, 1879) of Wm. A. Pors in which he states among other things: "The bond and mortgage mentioned in annexed petition are in possession of this deponent."

Annexed on said petition in consent (March 18, 1879 dated) of James W. Vail to be appointed the special guardian of the above petitioner for the purpose mentioned in the foregoing petition."

Said petition, with papers thereto annexed, etc. and all the papers above mentioned with certificate (dated March 17, 1879) of Clerk of Circuit Court of Ozaukee County, annexed thereto that they are original papers filed in said matter, were filed by the Clerk of the Circuit Court of Washington County, March 18, 1879.

March 22, 1879. Filed. Order (dated March 18, 1879) caption of which reads: "At a general term of the Circuit Court for the County of Washington begun and holden at the Court House in the Village of West Bend, in said County, on the 17th day of March, 1879, to-wit: on the 18th day of March 1879, the same being a special term of the Circuit Court for Ozaukee County, Wis. Present Hon. D. J. Pullin, Circuit Judge." and which recites and orders: "On reading and filing the petition of Anna Elizabeth Thien of Port Washington, dated March 17th, 1879, and also the accompanying affidavit of William A. Pors and it appearing to this court that there exists good and sufficient grounds and reasons for the removal of the said Gustav Goetze as special guardian of said petitioner in the matter and relation of the said bond and mortgage the proceeds of the sale of the real estate of the said petitioner and it further appearing to this Court that the said

James W. Vail of Port Washington in said County of Ozaukee is a suitable and proper person to be appointed such special guardian in the place of Gustav Goetze, now on motion of William A. Pors, Solicitor for the said petitioner, it is ordered that Gustav Goetze be and the same hereby removed from the said trust as special guardian of the said minor in the matter and relation of the said bond and mortgage the proceeds of the sale of the real estate of the said minor by the order and judgement of this court, and that the said James W. Vail be and he hereby is appointed in stead and place of the said Gustav Goetze removed, the special guardian of the said minor for and in the matter and relation of the said bond and mortgage upon his executing, together with two good and sufficient sureties approved by the said court or the clerk thereof a bond to said infant in the panalty of Three Thousand Dollars considered for the faithful performance of the said James W. Vail of the trust reposed in him as such guardian, and for paying over, investing and accounting to the order of any court having authority to give directions in the premises, and to observe the directions and orders of this court in relation to the said trust, and filing such bond in the office of the Clerk of the Circuit Court, and the same being first approved of, as its form and manner of execution, by the said Clerk or by this Court, signified by his approbation endorsed thereon. And it is further ordered that the said William A. Pors, solicitor, of the said minor herein, and who is now in possession of the said bond and mortgage do deliver the same to the said James W. Vail as such guardian etc.

as soon as the said guardians bond has been executed, approved and filed as aforesaid. "filed by Clerk of Court, Washington County, March 18th, 1879.

To all the above mentioned papers is certificate (dated March 18, 1879) of transmittal of Clerk of Circuit Court of Washington County.

March 26th, 1879. Bond of Special Guardian James W. Vail, Betty Goetze surety. Dated March 26th, 1879. Endorsed is approval as follows: "I approve of the within bond as to its form and manner of execution and as to the surety. Dated Port Washington March 26th, 1879. M. G. Ruppert, Clerk."

No further files.

50. Anna Elizabeth Thien, by Gustav Goetze, Special Guardian,
to
John H. G. Thien.

) Special Guardian's Deed. Made
) and ackd. July 13th, 1870.
) WHEREAS, a petition was heretofore
) presented to the Circuit Court in
) and for said County of Ozaukee,
) by Betty Goetze, the matter and
next friend of the said Anna Elizabeth Thien, who was an infant under the age of fourteen years, and having no general guardian on her behalf, praying for a sale of the right, title and interest of the said infant, in and to the real estate therein mentioned, situated in Ozaukee County aforesaid;

AND WHEREAS, such proceedings were afterwards had, in the said court, upon the said petition, that by an order of said court made on the 12th day of July 1870, the said Gustav Goetze

was duly appointed the special guardian of the said infant for the purpose of the said application, upon his giving the security therein required:

And Whereas, such security, duly approved and acknowledged was subsequently filed by the said Guardian in the proper office,

And Whereas, by another order of said Court, made on the 12th day of July, A. D. 1870 the said Gustav Goetze was authorized and empowered to contract for the sale and conveyance of the right, title, and interest of the said infant in such real estate, at a price not less than that specified in the report of the special referee, referred to in said order and upon the terms and conditions therein mentioned.

And Whereas, in pursuance of the last mentioned order, the said special guardian afterwards made his reports, dated the 12th day of July 1870 to the said Court, stating that he had entered into an agreement, subject to the approbation of the said Court, with John H. G. Thien of Thiensville in said County of Ozaukee, for the sale of all the right, title and interest of the said infant in and to the said real estate upon the terms and conditions therein mentioned;

And Whereas, by another order of said Court, made on the 13th day of July, A. D. 1870, it was ordered that the said report of such special guardian, and the agreement therein mentioned, be and the same were thereby ratified and confirmed;

And Whereas, It was further ordered by the said Court in and by the said last mentioned order, that the said special

guardian shall execute, acknowledge, and deliver the said John H. G. Thien, a good and sufficient conveyance of all the right, estate, title and interest of the said infant in and to the said premises, upon his complying with the terms of conditions upon which, by the said agreement with such Deed was to be delivered.

And Whereas, the said John H. G. Thien, the purchaser aforesaid, had complied with the terms and conditions of the said agreement:-

Now Therefore, this Indenture, witnesseth that the said party of the first part as special guardian as aforesaid by virtue of the power and authority conferred upon him by the several orders above mentioned and in pursuance of the Statute in such case made and provided, for and in consideration of the sum of Two Thousand Dollars to him in hand paid, by the said party of the second part, the receipts whereof is hereby confessed and acknowledged, hath granted, bargained, sold, remised, released and conveyed, and by these presents doth grant, bargain, sell, remise, release and convey until the said party of the second part, his heirs and assigns forever, all the right, title, and interest of the said infant, Anna Elizabeth Thien of in and to all that certain real estate, situated in the County of Ozaukee and State of Wisconsin, described as follows, to-wit:
"An equal undivided one sixth of all that part of the South half of the North west fractional quarter of Section 23-9-21 East, of which John H. Thien, late of said County of Ozaukee die d seized, together with the dwelling house, Grist Mill, Saw Mill, and all other buildings thereon situated and together with all

the appurtenances, rights, privileges, easements, improvements, water-powers, mill saw and belongings and appertaining to the said real estate, and mills, Said land being about 30 acres."

To have and to hold the said premises and every part and parcel thereof, with the appurtenances, to the said John G. Henry Thien, his heirs and assigns, to his and their only proper use, benefit, and behoof forever.

Recorded August 9th, 1870 at 2 P.M. in Vol. 23 of Deeds, on pages 322 to 325.

51. Claims for liens in lien docket in office of Clerk of Circuit Court of Ozaukee County.

Name of person against whom lien is claimed: Henry Thien.

Name of claimant or assignee: John W. Eviston.

Attorney for Claimant: Jenkins, Elliot and Winkler.

Late day of performing labor or furnishing materials: December 8th, 1874.

Date of filing petition: May 4th, 1875 at 10 A. M.

Description of property: The following described real estate lying and being situate in the South $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of Sec. 23-9-21 East, wherein is situated the said flouring mill being a two story stone and frame mill, with frame engine and boiler house attached.

Amount claimed: \$ 500.00

Satisfaction: -----

52. Name of person against whom lien is claimed: Henry Thien.

Name of Claimant or assignee: John W. Eviston.

Attorney for claimant: Jenkins, Elliot and Winkler.

Last date of performing labor or furnishing material: December 8th, 1874.

Date of filing petition: May 12th, 1875 at 1 P.M.

Description of property: The following described real estate lying and being in the Town of Mequon, County of Ozaukee, State of Wisconsin, known and described as follows: 30 acres of land in N. W. Fr. $\frac{1}{4}$ of Sec. 23-9-21 East, being in the remaining S. part of River Lots # 3 and 4 in said N. W. Fr. $\frac{1}{4}$ of said section town and range, lying North of the Milwaukee River, of which John H. Thien late of said County died seized.

Amount claimed: \$ 500.00

Satisfaction:-----

53. Name of person against whom lien is claimed: Henry Thien,

Name of claimant or assignee: Edward P. Ellis.

Attorney for claimant: Jenkins Elliott and Winkler.

Last date of performing labor or furnishing materials: Between May 18th, 1875 and February 28th, 1876.

Date of filing petition: Aug. 25th, 1876 at 5 P. M.

Description of property: 30 acres of land in the N. W. frl: $\frac{1}{4}$ of Sec. 23-9-21 East, being on the remaining S. part of river lots # 3 and 4 in said Section, town and range, lying North of the Milwaukee River of which John H. Thien, late of said County died seized.

Amount claimed: \$ 317.68.

Satisfaction:-----

Under entry of claim appears the following: "February 18th, 1879. Judgement rendered for Plff. Damages \$ 361.18; Costs taxed \$ 37.65--\$ 98.83.

54. Name of person against whom lien is claimed: Henry Thien.

Name of claimant of assignee: Michael Keller,

Attorney for claimant: Foster and Coe.

Last date of performing labor or furnishing materials: Between July 5th, 1875 and November 22nd, 1876.

Date of filing petition: November 28th, 1876 at 9 $\frac{1}{2}$ A. M.

Description of property: 30 acres of land in the N. W. fr. $\frac{1}{4}$ of Section 23-9-21 East, on the remaining S. part of River lots # 3 and 4 in the N. W. fr $\frac{1}{4}$ of said Sec. Town and Range, lying N. of the Milwaukee River of which John H. Thien, late of said County died seized.

Amount claimed: \$ 241.45.

Satisfaction: -----.

55. Name of person against whom lien is claimed: Henry Thien.

Name of claimant or assigned: Henry Machleith.

Attorney for claimant: Pors and Hedding.

Last date of performing labor or furnishing materials:

Between June 30th, 1875 and August 25th, 1876.

Date of filing petition: Feb. 23rd, 1877 at 2 P. M.

Description of property: 30 acres of land in the N. W. fr. $\frac{1}{4}$ of Section 23-9-21 East, being in the remaining S. part of river lots # 3 and 4 in the N. W. fr. $\frac{1}{4}$ of said Section, town and range, lying North of the Milwaukee River and of which John H. Thien late of said County died seized of. That said premises are now situated

within the limits of an incorporated city or village plat and do not exceed 40 acres.

Amount claimed: \$87.06.

Satisfaction: April 30, 1877, filed Satisfaction of this lien.

Edward P. Allis,

Plaintiff,

2165 File Box # 55.

-vs-

Court Record Vol.A,

Henry Thien,

Page 150.

Defendant.

April 20th, 1877. Filed, the following papers attached together:

Summons for relief, dated Feb. 26th, 1877, complaint with return of sheriff endorsed, Name of defendant written "Henry Thien" in sommons and Henry Thien in all other papers in this action, except where otherwise shown herein.

In said return sheriff of said County certifies "that I have served the within summons and complaint on the within named defendant on this 28th day of February 1877 by giving to and leaving with him--copies thereof."

(Note. a word before copies has been erased in said return.)

Said complaint verified Feb. 26th, 1877, shows: "That at all times hereinafter stated the plaintiff was a manufacturer and dealer in Mill furnishings and steam engines at the City of Milwaukee doing business under the firm name and style of Edward P. Allis and Co." and "that between the 18th day of May 1875 and the 28th day of February 1876, inclusive, the plaintiff manufactured, sold and delivered to Henry Thien, the said defendant at his special instance and request, certain edge blocks, phlleys, and other machinery and mill furnishings to the amount and of the

value of one thousand and five dollars and eighteen cents as per account hereto annexed marked "Exhibit A" and forming part thereof" and "that said Edge Blocks, Pulleys and other machinery and mill furnishings were manufactured sold and delivered as aforesaid to be used and put up in and annexed to and were in fact used put up in and annexed to and made a part of the Grist Mill of the said Henry Thien which said Grist Mill is situated upon the following described real estate lying and being in the Town of Mequon, County of Ozaukee, and State of Wisconsin, to-wit:

Thirty acres of land in the North west fractional $\frac{1}{4}$ of Section 23-9-21 East being in the remaining South part of River lots No. 3 and 4 in said Northwest fractional quarter of said section, town and range, lying North of Milwaukee River of which John H. Thien late of said County died seized.

And "that the right, title and interest in and to said real estate is in the said Henry Thien and that he is seized in fee simple thereof as the plaintiff has been informed and verily believes" and "that on the 25th day of August 1876 the plaintiff duly filed his petition for a lien upon said property in the office of the Clerk of the Circuit Court for the County of Ozaukee, for the sum of Three Hundred and Seventeen Dollars and sixty cents, and interest thereon from March 2nd, 1876 being the balance due and owing by the defendant to the plaintiff on account of said material and machinery furnished as aforesaid and that six months had not elapsed between the last charge for the work done and material and machinery furnished as aforesaid and the date of

filing the said petition on the 25th day of August 1876" and "that a copy of said petition is hereto annexed marked Exhibit B" and forming part thereof," and the date of the last charge for said machinery and mill furnishing sold and delivered and put in as aforesaid in the 28th day of February 1876 and that the said works and the delivery of the said machinery and mill furnishings was completed on the said 28th day of February 1876 and that one year has not elapsed since said 28th day of February 1876. "and " that there is now due and owing by said defendant to the plaintiff for said machinery and Mill furnishings sold and delivered as aforesaid the sum of Three Hundred and seventeen dollars and sixty eight cents with interest thereon from the 2nd day of March 1876. Plaintiff then demands judgment against the defendant for the sum of \$ 317.68 with interest thereon from the 2nd day of March 1876 and the costs of this action and that said judgment may be declared a lien upon said Grist Mill and upon all the right, title, and interest which the said defendant Henry Thien had in and to the real estate upon said grist mill is situated as aforesaid at the time the indebtedness hereinbefore set forth accrued or which he now has and that an execution may issue and be levied upon the premises aforesaid and that sale thereof may be made according to law and that such other and further relief may be had as shall be just and equitable.

Said account marked "Exhibit A" attached also said petition marked "Exhibit B" attached. In said petition, the petitioner Edward P. Allis shows the court "that he is now and was at

at the times the indebtedness hereinafter set forth accrued a manufacturer and dealer in mill furnishings and steam engines at the city of Milwaukee and in the State of Wisconsin, doing business under the firm name and style of Edward P. Allis and Co., and "that between the 18th day of May 1875 and the 28th day of February 1876 inclusive your petitioner manufactured and delivered to Henry Thien, at his special instance and request certain Edge Blocks, Pulleys and other machinery and mill furnishings to the amount and of the value of One Thousand and five dollars and eighteen cents as per account hereto annexed marked "exhibit A" to and made part of the grist mill of the said Henry Thien which said grist mill is situated upon the following described real estate lying and being in the Town of Mequon, County of Ozaukee and State of Wisconsin known and described as follows: Thirty acres of land in the Northwest fractional quarter of Section Twenty three, Township 9, Range 21 East being on the remaining part of the river lots No. 3 and 4 in said Town and Range, lying North of Milwaukee river of which John H. Thien late of said County died seized " and " that the right title and interest in and to the said real estate is in the said Henry Thien and that he is seized in fee thereof as your petitioner has been informed and verily believes" and "that the said Henry Thien has not paid the said sum of One Thousand and five Dollars and Eighteen Cents now any part thereof except the sum of \$250.00 on the 13th day of November 1875: \$100.00 on the 18th day of December, 1875 and \$337.00 on the 2nd day of March 1876 and that there is now due and owing by the said Henry Thien to your pet-

itioner upon said machinery and mill furnishings manufactured sold and delivered as aforesaid the sum of Three Hundred and Seventeen dollars and sixty eight cents with interest thereon from the 2nd day of March 1876" and "that the date of the last charge for said machinery and mill furnishings sold and delivered and put up in as aforesaid is the 28th day of February, 1876 and that he completed the work and the delivery of the said machinery and mill furnishings on said 28th day of February 1876 and that six months have not elapsed since the 28th day of February, 1876". And petitioner prays that a lien may be entered upon said machinery and mill furnishings and upon all the right title and interest which the said Henry Thien had at any time said machinery and mill furnishings were put in as aforesaid or which he now has in and to the land hereinbefore described and upon which said mill is situated for the said sum of Three hundred and Seventeen Dollars and Sixty eight cents and interest as aforesaid and also for the costs of this petition and all other proceedings which may hereafter be had for the collection of said indebtedness. "Said Exhibit marked "EXhibit A" annexed.

Feb.18,1879. Filed, Affidavit (sworn to Feb. 5th 1879) of Fred. C. Minkler "that he is one of the firm of Jenkins, Elliott and Winkler who are the attorneys for the plaintiff; that no answer, demurrer or notice of appearance has been served by or received from the defendants above mentioned, or either of them, or by or from any person on his or their behalf, and that the time therefor has expired."

Feb.18,1879. Filed, Judgment, dated Feb.18, 1879, reciting and adjudging; "The summons with a copy of the complaint in this action having been duly served on the defendant on the 28th day of Feb. A. D. 1877 and no copy of an answer or demurrer to the complaint having been served on the plaintiffs attorney as required by the summons and that action having been this day submitted to this court, the Hon. D.J.Bulling, Circuit Judge presiding, upon the complaint and proofs taken in open court from which it appears that the sum of three hundred and sixty one dollars and eighteen cents is still due the plaintiff from the defendant upon the claim and demand set forth in the complaint, and that the said sum,with costs,is a lien,upon the premises described in the complaint and petition for lien file herein, from and after the 8th day of May A.D.1875, and that the plaintiff is entitled to judgment that all the right title and interest which the said defendant Henry Thien had at the date or has since acquired in said premises be sold pursuant to law:--

Now on motion of Jenkins, Elliott and Winkler, plaintiffs attorneys, it is hereby adjudged that there is due to the said Edward P. Allis, the plaintiff, from the said Henry Thien the defendant upon the claim set forth in the complaint the aforesaid sum of Three Hundred and Sixty one dollars and eighteen cents together with the sum of Thirty Seven and 65/100 costs and disbursements, amounting in the whole to the sum of Three Hundred Ninety Eight and 83/100 Dollars; and it is further adjudged that the said sum of Three Hundred Ninety Eight and 83/100 Dollars, forms a lien under chapter 143 of the revised Statutes entitled "Of liens" and the act or acts amend-

atory thereto upon the Grist Mill of the said Henry Thien, defendant, situated upon certain real estate in the Town of Mequon, in the County of Ozaukee and State of Wisconsin, which mill is described in the complaint and petition for lien filed herein, and also upon all the right, title and interest which the defendant Henry Thien had on the eighth day of May, A. D. 1875 or has since acquired in and to the land upon said Grist Mill is situated to-wit:--"that real estate lying and being in the Town of Mequon, County of Ozaukee and State of Wisconsin known and described as follows: Thirty acres of land in the North west fractional quarter of Section 23-9-21 East being all the remaining S. part of river lots No. 3 and 4 in said Northwest frl $\frac{1}{4}$ of said Sec., town and range, lying N. of the Milwaukee River, of which John H. Thien, late of said County died seized.

And it is further adjudged that the said grist mill and all the right, title and interest which the said defendant Henry Thien had in and to the above described lot of land and premises on the 8th day of May, A. D. 1875, on which he, or any person claiming under him has since acquired therein, together with said grist mill situated thereon, or so much of said premises as may be necessary, be sold at public auction, in the County of Ozaukee, by or under the direction of the sheriff of said County according to law and the practice of this court, to satisfy the said sum of Three Hundred Ninety eight and $\frac{83}{100}$ Dollars damages and costs together with the expenses of said sale, and that said sale be

made in the parcels and in the order following that is to say;
First: The said Grist Mill, and the right, title and interest of the defendant in and to that portion of said above described premises, including said mill which is described and bounded as follows, to-wit: Commencing at a point in the East line of the Green Bay Road tearing North 16 degrees and 10 minutes West and distant Eighty links from the Northwest corner of the Flouring Mill and South 14 degrees West and distant seventy one and one half links from the S. W. corner of the lot owned by the late William Zimmermann running thence North 86 degrees East two and 64/100 rods to the North bank of the Mill race, thence North 71 degrees East, 12 and 16/100 rods along the N. bank of said Mill, thence N. 82 degrees East 44 and 56/100 rods to a point, thence S. 12 rods to the North bank of the Milwaukee River, thence westerly along the North bank of said river to the Southeast corner of the house lot of said Betty Thien, thence North 31 degrees and 30 minutes West two and 72/100 rods to the Northeast corner of said house lot in the S. side of the Green Bay Road and thence N. and thence N. 14 degrees East 6 and 40/100 rods along the East side of said road to the place of beginning together with the mill dam and one half of said Milwaukee River adjacent to said premises and all other easements and appurtenances to said Mill belonging.

Second: the right, title and interest of the defendant in and to all of that part of the South half of the N.W. 1/4 of Sec. 23-9-21 East, in the County of Ozaukee, Wisconsin,

lying North of the Milwaukee River and East of Pigeon Creek and the Green Bay Road remaining after taking therefrom, the several lots and portions thereof which were conveyed by John Henry Thien late of said County of Ozaukee deceased, in his lifetime and also the said mill lot and appurtenances hereinbefore described bymetes and bounds.

That the said sheriff immediately after such sale, pay to the sheriff out of the proceeds thereof, the amount adjudged to him for damages and costs as aforesaid with interest thereon from the 18th day of February 1879 and that after satisfying the same, the residue of the proceeds, if any, be brought into court, with the report of sale, to abide the order of the Court.

It is further ordered and adjudged that with in ten days after making such sale, the said sheriff file with the Clerk of this Court a report of the sale for confirmation thereof and that he specify in his report, the amount of the deficiency, if any, arising from such sale in the payment of the sum so adjudged to be due to the plaintiff." (This judgment is signed "By the Court, M. G. Ruppert, Clerk.") This judgment is not signed by Judge.

Note:-- I cannot find that any findings were made, signed or filed by the Judge, other than as herein noted.)

March 14, 1879. Filed. of costs and taxation of costs.

May 20th, 1879. Filed. consent signed by plaintiffs attorneys, and dated February, 5th, 1879, "to the substitution of Joshua Stark as attorney for the plaintiff in the above en-

titled action in our place and stead provided that said plaintiff A. P. Allis shall not be held liable for any costs or expenses that may hereafter be incurred in said suit nor for any attorney or counsel fees for any services which may be rendered in the case hereafter."

May 29th, 1879. Filed. Order, dated May 29, 1879, and signed by Leopold Eghart, County Judge, of Ozaukee County, Wisconsin, substituting said Joshua Stark as attorney for the plaintiff in the place of stead of Jenkins, Elliott and Winkler in this action. Said order appears under said consent.

May 28th, 1879. Filed. Sheriff's report of sale to the Court in which he states: "In pursuance and by virtue of a judgment of this court, made in the above action on the eighteenth day of February in the year eighteen hundred and seventy nine, by which it was among other things, ordered and adjudged that the grist mill of the defendant Henry Thien situated upon certain real estate in the Town of Mequon in the County of Ozaukee and State of Wisconsin, and all the right, title and interest which the said defendant had on the 8th day of May, A. D. 1875, or has since acquired, in and to the land upon which the said grist mill is situated, to-wit: That real estate lying and being in the Town of Mequon County of Ozaukee and State of Wisconsin, known and described as follows: Thirty acres of land in the Northwest fractional quarter of section 23-9-21 East, being all the remaining south part of river lots three and four in said Northwest fractional quarter, lying North of the Milwaukee River, of which John H. Thien late of said County, died seized, or

so much of said premises as might be necessary, be sold at public auction, in the County of Ozaukee aforesaid, by or under the direction of the sheriff of said county, according to law and the practice of this court, to make the sum of Three Hundred ninety eight and 83/100 dollars damages and costs and the expenses of sale.

That said sale be made in parcels and in the order following, to-wit:

First: the parcel hereinafter particularly described and

Second: the remaining of said real estate so adjudged to be sold;

That the said sheriff, immediately after such sale, pay to the plaintiff, out of the proceeds thereof, after deducting the costs thereof, the amount adjudged to him for damages and costs as aforesaid with interest thereon from the 17th day of February, 1879, and that after satisfying the same, the residue of the proceeds, if any, be brought into court, with the report of sale to abide the order of the court; and that, within ten days after making such sale, the said sheriff file with the clerk of this court a report of the sale for confirmation thereof, and that he specify in his report the amount of deficiency, if any, arising from such sale, in the payment of the sum so adjudged to be due to the plaintiff.

I, Frank Delles, the sheriff of the said County of Ozaukee, do respectfully certify and report that having received from the plaintiff's attorney a certified copy of said judgment, I, on the 3rd day of April 1879, advertised said premises to be sold by me at public auction, at the front door of the court house in the town of Port Washington in said county of Ozaukee, on the 10th day of May, A. D. 1879 at eleven o'clock in the forenoon; that previous to said sale I caused notice thereof be publicly advertised for six weeks successively by publication of said notice once a week in the Ozaukee County Advertiser, a newspaper printed and published in said county, and by posting up printed copies of said notice of sale of the 7th day of April 1879 in three of the most public places in said town of Mequon, in which said real estate and premises were situated, and also in three public places in said town of Port Washington, which notices contained a full description of the said real estate and premises to be sold as aforesaid;

And I do further report that on the 20th day of May, A.D.1879, the day on which said premises were to be sold as stated in said notices and advertisement, I attended at the time and place fixed for said sale, and exposed said mill, real estate and premises for sale at public auction at to the highest bidder in the order prescribed by said judgement as aforesaid, and the said first parcel thereof as hereinafter described, was then and there fairly struck off to Anna Thien and Frederick Memmler, for the sum of 455 and 43/100 dollars, they being the highest bidders therefore, and that being the highest sum bidden for the same.

And I do further certify and report, that I have executed and delivered to the said purchasers, the usual sheriff's deed for said premises, and have paid over or disposed of the purchase moneys or proceeds of said sale as follows, to-wit:

I have paid to the attorney for the plaintiff the sum of Four hundred and five and 98/100 dollars, being the amount of the judgment in this action in favor of the plaintiff, for damages and costs and the interest thereon from the date of the judgment to the day of such sale and have a receipt therefor which is hereto attached:

I have also retained in my hands the sum of Forty nine and 45/100 dollars, being the amount of my fees and disbursements on said sale.

And I further certify and report that said proceeds of said sale, were just sufficient to pay said judgement and the costs of sale, and that there is no surplus in my hands;

And I further certify and report that the premises be sold and conveyed as aforesaid were described in said judgment, and in the deed so executed by me as aforesaid as follows, viz:

"The Grist Mill of the said Henry Thien situate upon part of the Northwest frl. quarter of Section 23-9-21 in the Town of Mequon in the County of Ozaukee; and all the right, title and interest which the said Henry Thien had on the eighth day of May A. D. 1875 or that he or any person under him has since acquired, in and to the land on which said mill is situated, described and to the land on which said mill is situate, described and bounded as follows, to-wit: Commencing at a point in the East line of the Green Bay road tearing north 16 degrees and 10 minutes West

and distant Eighty links from the Northwest corner of the
flouring mill and South fourteen degrees West and distant
71½ links from the Southwest corner of the lot owned by the
late William Zimmermann, running thence North Eighty six
degrees East and 64/100 rods to the North bank of the mill
race, thence N. 71 degrees East, twelve and 16/100 rods along
the North bank of said Mill race, thence North eighty two
degrees East 44 and 56/100 rods to a point thence S. twelve
rods to the North bank of the Milwaukee River, thence Westerly
along the North bank of said river to the S. E. corner of the
house lot of said Henry Thien, thence N. 31 degrees and 30' West,
two and 72/100 rods to the Northeast corner of said house lot in
the South side of the Green Bay Road, thence North 14 degrees,
East 6 and 40/100 rods along the East side of said road to the
place of beginning, together with the mill dam one half of said
Milwaukee River adjacent to said premises, and all other ease-
ments and appurtenances to said mill belonging together with all
singular, the rights, title, privileges, hereditaments to the
same belonging or in any wise appertaining.

And which is respectfully submitted to this court,"
Report dated May 28th, 1879.

To said report is attached receipt of Joshua Stark,
plaintiff's attorney, for the sum of \$405.98 made by sale of the
mill and premises of defendant under mechanic's lien judgment
in this action, to apply on said judgment, the same being the
net proceeds of said sale. Dated. Receipt May 20, 1879.

To said report is also attached affidavit of John R. Bohan (sworn to May 20th, 1879.) "that he is the printer and publisher of the Ozaukee County Advertiser, a newspaper printed and published in the Town of Port Washington in said County; that a notice of which the annexed is a printed copy has been regularly published in such newspaper, once in each week for 7 successive weeks, commencing on the 3rd day of April, A. D. 1879; that the said Ozaukee County Advertiser is a newspaper printed in the English language.")Printed copy of sheriff's notice of sale attached.)

Said notice read as appears from said printed copy, after name of court and title of auction: "In pursuance of a judgment in this cause dated the 18th day of February, A. D. 1879, and rendered under Chapter 143 of the Revised Statutes, I shall expose for sale and sell as the law directs at the front door of the court house in the Town of Port Washington in the County of Ozaukee and State of Wisconsin on the 20th day of May A. D. 1879 at eleven o'clock in the forenoon the grist mill of the said defendant Henry Thien situate upon the land below described, being part of the north west fractional quarter of section 23, in township 9, range twenty one in the Twon of Mequon in the County of Ozaukee--and all of the right, title, and interest which the defendant Henry Thien has on the 8th day of May, A. D. 1875, or that he or any person under him has since aquired in the said land on which mill is situate, or so much of said premises as may be necessary, and that I shall, in pursuance of said judgment sell the same in parcels in the order and by the des-

criptions following:--to-wit:

First: the said grist mill and that lot of land on which it is situate, described as follows: Commencing * * * * (Here is description by metes and bounds as appears in said judgment and report of sheriff) ****of being together with the mill dam and one half of the said Milwaukee River adjacent to said premises and all other easements and appurtenances to said mill belonging. To be sold second. The south half **** (Here follows balance of description of the part directed to be sold second by judgment the same as in judgment) * * * *

FRANK DELLES.

Sheriff of Ozaukee County, Wisconsin.

Jenkins, Elliott and Winkler, plaintiffs attorneys.

No further files.

Court Record Vol. "A", page 150, shows papers filed in said action and date of their filing as follows:

April 20th, 1877 Summons and complaint and proof of service.

April 20th, 1877 Exhibit A and verification of complaint.

Jan. term 1879 See Clerks Minutes page 257.

February 18th, 1879 Judgment for the Plaintiff. Dam \$361.18

March 14th, 1879. Costs taxed at 37.65

See Judgment Book, page 540.

May 20th, 1879. Order for Substitution of Plaintiff attorney.

May 28th, 1879. Sheriff report of sale under mechanics lien judgment.

May 28th, 1879. Receipt of Joshua Stark to F. Delles Sheriff.

Name of Attorneys:

Jenkins Elliot and Winkler opposite plaintiff's name.

Minute Book under hearing January term 1879 under date of February 18th, 1879, shows the following proceedings in said action:
Page 257.

H. P. Allis)
vs.) Joshua Stark.
Henry Thien)

Geo. Goettler sworn for Defendant.

Whereupon the court order Judgment for the Defendant.

Minutes in blotter of said day written in lead pencil are as follows for said day in said term:

H. P. Allis

vs.

H. Thien

Geo. Goettler sworn for defendant.

Judgment ordered."

I can find no other minutes pertaining to said case and no other entries in "Court Record" pertaining thereto, other than as above shown. I can not find that said sale of said real estate has ever been confirmed.

Said judgment is recorded on page 540 et sed of Judgment book and said order of substitution on page 61 of Special Order Book.

57.

Entry of Abstract of CERTIFICATE
OF SALE of real estate, Filed
in Register's office.

Names of Parties:

Edward P. Allis, vs. Henry Thien
and others.

In What Court: Circuit Court: Ozaukee County, Wis.
 Time of Filing Notice: (Not given).
 In what Vol. Mortgages is recorded Mechanic's liens.
 Description: (Same description set out as shown in Sheriff Notice of sale as shown in proceedings in action of Edward P. Allis, Vs. Henry Thien, No. 56 of this abstract.
 Remarks: Frank Delles, Sheriff of the County of Ozaukee, State of Wisconsin, dated May 28th, 1879.
 Entered in Volume 1 of Lispendens, etc. on page 39.

58. Frank Delles, sheriff of Ozaukee County,) Sheriff's Deed. Made May 30, 1879.
 to) WITNESSETH, THAT WHEREAS a judgment was rendered in the Circuit Court for Ozaukee County)
 Anna Thien and Fred Memmler.) on the 18th day of February, A, D. 1879, for the sum of \$398.83 damages and costs, in and action brought in said court, by Edward P. Allis, as plaintiff against Henry Thien, defendant, as owner of enforce a lien existing under Chap. 153 of the Revised Statutes of the State of Wisconsin against the Grist Mill for the said Henry Thien, defendant, and all the right, title, and interest which the said defendant, had on the 8th day of May, 1875, or has since acquired in and to the land upon which said mill is situated to-wit: Thirty acres of

land in the N. W. frl. $\frac{1}{4}$ of Section 23-9-21 East, being all of the remaining South part of River lots No. 3 and 4 in said N. W. frl $\frac{1}{4}$ of Section, town, and range, lying North of the Milwaukee River of which said John H. Thien late of said county died seized. Judgment of line docketed Feb. 18th, 1879. Certified copy of Judgment delivered to Sheriff March 18th, 1879. Advertised by Sheriff April 3rd, 1879 by 6 weeks publication in newspaper, next prior to the day set for such sale. Did on the 20th day of May, 1879, sell at public auction that portion of said property on said judgment adjudged and directed to be first sold, was for the sum of \$455.43 struck off and sold to Anna Thien and Frederick Memmler. Conveying the grist mill of said Henry Thien, situated upon part of the N. W. frl $\frac{1}{4}$ of Sec. 23-9-21 East, in the Town of Mequon, and all the right, title and interest which the said defendant Henry Thien has on the 8th day of May 1875, or that he or any person under him has since aquired into the land on which said mill is situate, to-wit: Commencing at a point in the East line of the Green Bay Road, bearing N. 16 degrees W. and distant 80 links from the N. W. corner of the flouring mill and S. 14 degrees and distant $71\frac{1}{2}$ links from the S. W. corner of the lot owned by the late William Zimmermann, running thence N. 86 degrees E. 2.64 rods to the N. Bank of the Mill race, thence N. 71 degrees E. 12.16 rods along the N. bank of said mill race, thence N. 82 degrees E. 44.56 rods to a point thence S. 12 rods to the N. Bank of Milwaukee River, thence Westerly along the N. Bank of said River to the S. E. corner of the house lot of said Henry Thien, thence N. 31 degrees 30' West 2.72 rods to the N.W. corner

of said house lot in the S. side of the Green Bay road and thence N. 14 degrees E 6.40 rods along the E. side of said road to the place of beginning, together with the mill and one half of said Milwaukee River adjacent to said premises and all other easements and appurtenances to said mill belonging.

Recorded June 5th, 1879 at 9 A.M. in Vol.27 of Deeds, on page 450-451-452.

Judgments docketed to Circuit Court of Ozaukee County.

59. Against J. H. Thien, Lion Silvermann, Ed. H. Janssen, Wm. Opitz, and S. H. Vandercook, defendants, in favor of Walter Lyon, Plaintiff, for \$923.27 Docketed October 4th, 1858 at 5 A. M.

60. Against H. T. Thien, Lion Silvermann, E. H. Janssen, Wm. F. Opitz, S. H. Vandercook, defendants, in favor of Walter Lyon, administrator of estate of W. A. Lawrebee, deceased, for \$1055.06, damages and \$4.37 costs. Docketed May 9, 1860 at 4 P. M. Blair and Williams, Plaintiff's attorneys, Docket also shows: Dec. 10, 1860 Ex. returned \$1078.20 paid thereon. Satisfied in full Sept. 30th, 1862 by order of G. W. Foster Atty. of assignee of plaintiff, J. McCarthy, Clerk.

61. Docketed Feb. 4th, 1861 at 3 P. M. against John Henry Thien defendant, in favor of J. Fred Meyer plaintiff for \$29.28 damages and \$1.50 sub. costs. (transcript judgment.)

62. Docketed May 14th, 1861 at 12 M. against John Henry Thien defendant, in favor of John Fred Meyer and John Phil. Meyer plaintiff, for \$38.22, damages and \$1.60 sub. costs. (Transcript judgment.)
63. Docketed May 14th, 1861 at 12 M. against John Henry Thien defendant, in favor of John Fred. Mayer, plaintiff for \$50.51 damages and \$1.00 sub. costs. (Transcript Judgment.)
64. Docketed Nov. 18th, 1876 at 9 A. M. against Henry Thien, defendant, in favor of Chas. R. Schleifer, George Ansetz, Peter Ansetz and Henry Loell for \$147.60.
65. Docketed Dec. 13th, 1876 at 5 P. M. against Henry Thien, defendant, in favor of Henry Hyssen, plaintiff for \$912.31.
66. Docketed Dec. 14th, 1876 at 10 A. M. against Henry Thien, defendant, in favor of Wm. Zimmermann for \$218.51.
67. Docketed Dec. 14th, 1876 at 10:05 A. M. against Henry Thien defendant, in favor of Wm. Zimmermann and Ferdinand Duwe, plaintiff for \$809.00.
68. Docketed Dec. 22nd, 1876 at 5 P. M. against Henry Thien defendant in favor of Henry Worthmann, plaintiff for \$269.39.
69. Docketed Jan. 5th, 1877 at 11 A. M. against Henry Thien, defendant, in favor of Robt. H. Hotchkiss and Otto Puhlman, plaintiff for \$197.14.
70. Docketed Jan. 6h, 1877 at 11 A. M. against Henry Thien, defendant, in favor of Amos H. Gardner, plaintiff for \$325.14.

71. Docketed Jan. 6th, 1877 at 5 P. M. against Henry Thien, defendant, in favor of Michael Keller, plaintiff for \$243.25 damages and \$39.57 costs.

72. Docketed Jan. 8th, 1877 at 5 P. M. against Henry Thien, defendant, in favor of Fred Hilgen. J. H. Hilgen, J. J. Straut and E. G. Hilgen, plaintiff for \$109.66 damages and \$1.00 sub. costs. (Transcript Judgment) Docket also shows; "execution is sued Jan. 14, 1878, execution returned March 8th, 1878 paid thereon \$62.00 Satisfaction filed December 30th, 1879. M. G. Ruppert, Clerk.

73. Docketed Jan. 24th, 1877 at 3 P. M. against Henry Thien defendant in favor of Gerhard Wurthman, plaintiff for \$142.00 damages and \$1.00 sub. costs. (Transcript Judgment.)

74. Docketed Jan. 24th, 1877 at 3 P. M. against Henry Thien, defendant, in favor of Frederick Gruhl, plaintiff, for \$79.59 damages and \$1.00 sub. costs. (Transcript Judgment.)

75. Docketed April 23rd, 1877 at 10 A. M. against Henry Thien defendant in favor of Willis, Voland, plaintiff for \$67.32 (Transcript Judgment.)

76. Docketed April 26th, 1877 at 3:5 P. M. against Henry Thien, defendant in favor of Anton Wick, plaintiff for \$157.20. (Transcript Judgment.)

77. Docketed May 3rd, 1877, at 10:5 A. M. against Henry Thien defendant, in favor of George C. Houghton and Royal T. Hough-

ton, plaintiffs for \$89.75 damages and \$1.00 sub. costs,
(Transcript Judgment.)

78. Docketed March 21, 1878 at 10 A. M. against Henry Thien, defendant, in favor of John F. Clausen, plaintiff, for \$200.00 damages and \$13.00 costs. Docket also shows: "Execution issued March 25th, 1878, returned May 17th, 1878 paid thereon \$9.05.

79. Docketed Oct. 18th, 1878, at 10 A. M. against Henry Thien, George Guettler et al, defendants, in favor of August Koenig and Elizabeth Wambold, plaintiffs, amount of judgment not given, is docket.

80. Docketed Feb. 18th, 1879 at 4 P. M. against Henry Thien, defendant in favor of Edward P. Allis for \$361.18 damages and \$37.65 costs.

Addenda:

Judgments docketed March 20th, 1852 at 8 A. M. against Henry J. Thien defendant, and in favor of Levi Blossom, plaintiff, for \$283.76, damages, \$14.20 costs, and 56¢. Docket also shows June 25th, 1852 Ex. issued; Oct. 19th, 1850 ex. returned satisfied by endorsement of Plaintiff's attorney and sheriff L. Towsley." (Transcribed docket from office of Clerk of the Circuit Court Washington County) Also Docket in Circuit Court Ozaukee County, Judg. Dock. "A". Such docket also shows such judgment "October 19th, 1852. Satisfied. "

David F. Vail,

Plaintiff,

-vs-

Henry Thien, as administrator de bonis non with the will annexed of the estate of John Henry Thien, deceased, Betty Goetze, Henry Thien and Anna Thien, his wife, Helene Tholen, Elly Thien, Henry Thien, Emily Thien, a minor, James W. Vail, as guardian of the said Emily Thien, a minor, James W. Vail, as special guardian of the said Anna Elizabeth Thien, George Guettler and Louisa Guettler, his wife, Charles R. Schleifer, George Anschultz, Peter Anschultz, Henry Loell, Henry Hyssem and Mrs. Henry Hyssen, his wife, Henry Thierman, Elise Zimmermann, as executrix of the last will and testament of William Zimmermann, deceased, Elsie Zimmermann, Ferdinand Duwe, Frederick Voland, Henry Wurthmann, George W. Barnard as administrator of the Estate of Robert H. Hotchkiss, deceased, Otto Puhlmann, Amos Gardner, Michael Keller, Gerhard Wurthmann, Frederick Gruhl, William Voland, Anton Dick, George G. Houghton, Royal T. Houghton, John F. Clausen, August Koenig, Elizabeth Wambold, Edward P. Allis, and William Simon,

Defendants.

#3324

File Box

#63 Court

Record Vol.

A, page 239.

April 7th, 1879. Summons and complaint attached together, No. return thereon. Filed by Clerk of Court, Washington County, November 8th, 1879.

November 14th, 1879. Filed. Summons and complaint, with return of sheriff of said county thereon, in which he certified, "that I served the within summons and complaint at the town of Mequon in said county on the 12th day of April 1879 on the within named defendants, Elsie Zimmermann, Elsie Zimmermann, as executrix of the last will and testament of William Zimmermann, deceased, Ferdinand Duwe, Henry Wurthmann, Henry Thiermann, Anton Dick, William Voland, Henry Hyssen, Mrs. Henry Hyssen by them, and there delivering personally to and leaving with each on of them true copies thereof, and I further certify that at the Town of Grafton on the same day I served the within summons and complaint on the within named defendants George Anschuetz by them and there delivering personally to and leaving with him true copies thereof.

And I further certify that I served the within summons and complaint at the Town of Cedarburg, in said county on the same day upon the defendant Gerhard Wurthmann by then and there delivering personally to and leaving with him true copies thereof, And I further certify that at the Town of Saukville, in said county, on the same day, I personally served the within summons and complaint upon the within named defendants August Kornig and Elizabeth Wambold by then and there delivering personally to and leaving with him true copies thereof. And I further certify that the

the Town of Mequon in said County on the same day I served the within summons and complaint upon the defendant Frederick Voland, he not being found, by then and there leaving true copies thereof at his usual place of abode in the said town in the presence of the wife of the Frederick Voland, she being one of his family and of suitable age and discretion and who was then and there informed by me of the contents thereof. And I further certify that at the Town of Grafton in said county on the same day I served the within summons and complaint upon the defendants Peter Anschultz, he not being found, by then and there leaving true copies thereof at his usual place of abode, in the presence of the wife of the said Peter Anschultz, she being one of the family and of suitable age and discretion, and whom I informed then and there of the contents thereof. And I further certify that at the Town of Cedarburg, in said County, on the same day I served the within summons and complaint upon the within named defendants Frederick Gruhl, he not being found, by then and there leaving true copies thereof at his usual place of abode, in presence of the wife of the said Frederick Gruhl whom I then and there informed of the contents thereof. And I further certify that at the Town of Grafton in said county, on the same day I served the within summons and complaint of the defendant Henry Loell, he not being found, by then and there leaving true copies thereof, at his usual place of abode in presence of the wife of the said Henry Loell, whom I then there and informed of the contents thereof. And I further certify that at the Town of Mequon, in said county, on the 14th day of April 1879, I served the within summons and

complaint on the within named defendant John F. Clausen by then and there personally delivering to and leaving with him true copies thereof.

Frank Delles,
Sheriff.

Nov. 14th, 1879. Filed. Summons and complaint, Annexed thereto is affidavit (sworn April 29th, 1879) of Emil C. Pors, "that he is clerk in the office of Pors and Hedding the plaintiff attorneys and that on the 26th day of April, 1879, at Plymouth in the County of Sheboygan, and State of Wisconsin he duly served the summons and complaint in the above entitled action, hereto annexed, upon the above named Otto Puhlman, one of the defendants, in said action, by delivering to and leaving with said Otto Puhlman a copy thereof and that deponent knew the person so served to be the defendant mentioned in the summons aforesaid. " Title of case as stated over affidavit is "David F. Vail plaintiff vs. Otto Puhlman impleaded with Henry Thien administrator etc. et als defendants. "also annexed to summons and complaint is affidavit (sworn to April 29th, 1879 of Emil C. Pors, "that he is clerk of the office of Pors and Hedding plaintiff's attorneys and that on the 26th day of April 1879, at Plymouth in the County of Sheboygan and State of Wisconsin he duly served the summons and complaint in the above entitled action, hereto annexed upon the above named George W. Barnard, as administrator as aforesaid, one of the defendants, in said action, he not being found, by then and there leaving a copy thereof at his usual place of abode in presence of Miss Bernhard a daughter of the said George W. Barnard, she being one of the family of said George W. Barnard, and of suitable age

and discretion; and that he this deponent then and there informed her of the contents thereof. "Title of case as stated over affidavit of "David F. Vail, plaintiff vs. George W. Barnard, as administrator of the estate of Robert H. Hotchkiss, deceased, Impleaded with Henry Thien as administrator etc. et als defendants. "Endorsed on said summons and complaint are admissions of service as follows: "I admit due and personal service of the within summons and complaint upon me at the Banking House on Houghton Bros. and Co. at Milwaukee this 18th day of April, 1879 by true copies of the same being then there and delivered and left with me." (signed) "Geo. C. Houghton." "I admit due and personal service of the within true copies of the same being then and there delivered to and left with me." (signed "Royall P. Houghton!")

Nov. 14th, 1879. Filed. Summons and complaint, there to annexed is affidavit (sworn to May 10th, 1879) of James W. Vail, "that on the 18th day of April 1879, at the City of Milwaukee, in the County of Milwaukee and State of Wisconsin he duly served the summons and complaint in the above entitled action, hereto annexed, upon the above named Michael Keller, a defendant, in said action, by delivering to and leaving with said Michael Keller a copy thereof and that deponent knew the person so served to be the defendant mentioned in the summons aforesaid. "Title of case as stated over affidavit is "David F. Vail, vs. Michael Keller, impl. with Henry Thien as administrator, etc. etals. Also annexed to summons and complaint is affidavit (sworn to May 10, 1879) of James W. Vail, "that on the 21st day of April 1879 at the City

of Milwaukee in the County of Milwaukee and State of Wisconsin he duly served the summons and complaint in the above entitled action, hereto annexed, upon the above named Charles B. Schleifer, a defendant in said action, by delivering to and leaving with said Charles R. Schleifler a copy thereof and that deponent knew that person so served to be the defendant mentioned in the summons aforesaid. "Title of case as stated over said affidavit is "David F. Vail, vs. Charles R. Schleifler impl. with Henry Thien as administrator etc. et als." Also annexed to summons is affidavit (sworn to May 10, 1879) of James W. Vail" that on the 18th day of April 1879 at the City of Milwaukee in the County of Milwaukee and State of Wisconsin he duly served the summons and complaint in the above entitled action, hereto annexed, upon the above named Amos H. Gardner a defendant in said action by delivering to and leaving with said Amos H. Gardner a copy thereof and that deponent knew the person so served to be the defendant mentioned in the summons aforesaid, "Title of case as stated over said affidavit is "David F. Vail vs. Amos H. Gardner impl. with Henry Thien as administrator etc., et als." Endorsed on said summons and complaint is admission of service as follows: " I admit due and personal service of the within summons and complaint upon me at Milwaukee in the 18th day of April, A. D. 1879 by true copies of the same being then and there delivered to and left with me.

(Signed) Edw. P. Allis."

Nov. 14th, 1879. Filed, Summons and complaint; there-
to annexed is affidavit (sworn to April 19th, 1879) of William A.
Pors, "that he is one of the plaintiffs attorneys and that on the
11th day of April, 1879 at the Town of Port Washington, in the
County of Ozaukee and State of Wisconsin he duly served the sum-
mons and complaint in the above entitled actions, hereto annexed,
upon the above named Anna Elizabeth Thien one of the defendants,
in said action, by delivering to and leaving with said Anna Eliz-
abeth Thien a copy thereof and that deponent knew the persons so
served to be the defendant mentioned in the summons aforesaid.
"Title of case as stated over said affidavit is "David F. Vail vs.
Anna Elizabeth Thien a minor impleaded with Henry Thien as admin-
istrator de bonis non with the will annexed of John H. Thien--et
als. "Also annexed to summons and complaint is affidavit (sworn
to April 19, 1879) of William A. Pors, that he is one of the plain-
tiffs attorneys and that on the 12th day of April 1879 at the city
of Milwaukee, in the County of Milwaukee and State of Wisconsin
he duly served the summons and complaint in the above entitled ac-
tion annexed, upon the above named Emily Thien one of the defendants
in said action, by delivering by and leaving with said Emily Thien
a copy thereof and deponent knew the person so served to be the
defendant mentioned in the summons aforesaid." Title of case as
stated over affidavit is "David F. Vail vs. Emily Thien a minor
impleaded with Henry Thien, as administrator de bonis non with the
will annexed of John Henry Thien et als. "

(All of said affidavits bear filing mark of Clerk of Court under same date of the respective summons and complaint to which they are attached.)

The last summons and complaint above referred to as filed on November 14th, 1879 is the summons and complaint under which original verification appears (Complaint verified April 5th, 1879), and the other summons and complaints above referred to are exact copies of the summons and complaint so filed Nov. 14th, 1879.

Complaint sets out two causes of action for the foreclosure of a mortgage each. In the first cause of action plaintiff shows: "That one John Henry Thien did on the 12th day of April 1879, make, execute and deliver to one Adam Nolde, his promissory note, in writing, dated on the said day at Mequon in the said County of Ozaukee and thereby promised, for value received to pay to the said Nolde, one Thousand Dollars in currency gold coins of the United States, one year after date, with interest at the rate of 12 % per annum, till paid; interest to be paid annually. That of secure the payment of the principal and interest mentioned in the said note, the said John Henry Thien and Betty Thien his wife, did at the same time execute under this hands and seals and deliver to the said Adam Nolde a mortgage bearing even date with the said Adam Nolde a mortgage bearing even date with the said note and conditioned for the payment of the sum and interest mentioned in the said note as herein specified, whereby the mortgaged, granted, conveyed, bargained and sold, to the said Adam Nolde, his heirs, or

assigns, the lands and premises hereinafter described and lying and being, in the County of Ozaukee and State of Wisconsin, with the appurtenances thereunto belonging and described in the said mortgage as follows, to-wit: All of the following real estate situated in the County of Ozaukee and State of Wisconsin, to-wit: All that part of the Northwest quarter of section 23-9-21 East, not heretofore sold by the parties of the first part, and being 30 acres more or less, also all buildings, mill dams, mills and other privileges thereunto belonging and appertaining, reserving there from a certain lot of 68 feet front by 100 feet east of the Green Bay Road and South of Baur and Henes lot. That the said lands, exclusive of the said reservation of exception are otherwise described by metes and bounds as follows:

The Theinsville Mill property, being situated in the South half of the Northwest fractional quarter North of the Milwaukee River, section 23-9-21 East, commencing at a point in the centre of the Green Bay Road on the East bank of Pigeon Creek which bears North 66 degrees 30 minutes East 4 $\frac{24}{100}$ rods from a point in the west line of said section 23, which point is 32 $\frac{72}{100}$ rods of the West quarter post of said section 23 thence North 66 degrees 45 minutes east 12 $\frac{88}{100}$ rods along center of said road to a point, in the centre of road running northerly; thence North 14 degrees East 7 $\frac{90}{100}$ rods along center of said road to a point w rods of the south west corner of the lands owned by Elsie Zimmermann, widow and devisee for William Zimmermann, deceased to a point $\frac{80}{100}$ rods north of the mill race, thence North 3 rods, thence East 4 $\frac{50}{100}$ rods, thence N. 8 degrees East 15 $\frac{16}{100}$ rods, thence East 12 rods, thence North 6 $\frac{24}{100}$ rods, thence West 19 $\frac{72}{100}$

rods to a point on the east side of the Green Bay Road (which point is $23 \frac{40}{100}$ rods North of the said South west corner of said lands of Elise Zimmermann, thence North 14 degrees East $2 \frac{6}{100}$ rods along the said east side of the said road to the south west corner of a building now owned by Anna Thien, formerly belonging to the Thiensville Fire Engine Company; thence south 76 degrees east $6 \frac{6}{100}$ rods to a point $76 \frac{100}{100}$ rods North of the North bank of lands owned by Dr. Rosenthal; thence North 14 degrees east $5 \frac{28}{100}$ rods, thence East $6 \frac{6}{100}$ rods to the school house lot belonging to School District Number 3 of the Town of Mequon thence South 14 degrees west $3 \frac{2}{100}$ rods along the west corner of the said school house lot, thence North 14 degrees East, $6 \frac{6}{100}$ rods to the North east corner of the said lot, thence east 113-8100 rods to the north and south quarter line of said section, thence south $27 \frac{32}{100}$ rods on said quarter line to the north bank of Milwaukee river; thence westerly along the north bank of the said river to the east bank of the Pigeon Creek, thence North 20 degrees 30 minutewest $10 \frac{20}{100}$ rods to the place of beginning. Together with all buildings, mills, mill dams and water privileges thereunto belonging or appertaining, particularly the privilege and hereditament of retaining and keeping maintaining the mill dam now erected and built on the said premises and upon lot 5 of said section 23 aforesaid, the same being a part of the northwest quarter of moving said dam to any part of said lot 5, or erecting a new dam at any point of said premises and lot 5 aforesaid, of enter-

ing at any and at all times upon said lot 5 for the purpose of repairing, altering, or moving said dam, or building another one, of having and using sufficient room on said lot 5 for carrying on the necessary work and placing of materials for buildings in case of repairing or building such dam, of cutting timber on said lot 5 and of digging gravel on said lot 5 it necessary for the repairing or building of such dam.

That the lands and property described in the second description are the lands and property described in the first description, both descriptions enclosing and covering the same tract of land, no more, no less than and all of the said privileges and hereitmanets hereinbefore particularly described having been reserved and retained by the said John Henry Thien in a certain deed executed by the said J^ohn Henry Thien and wife to one John Kirch of the said lot 5, dated the 27th day of August, 1847, and recorded in the office of the register of deeds, of Washington County, on the 28th day of August, 1847 in Vol. F of Deeds, on page 411 and since transcribed in the records of the Register of Deeds, of Ozaukee County, in Volume 10 of Deeds, on page 281.

That the said John Henry Thien and Betty Thien so mortgages, granted, conveyed, bargained and sold the said lands and premises upon the express conditions, that if the said John Henry Thien, mortgagor, his heirs, executors administrators or assigns, should well and truly pay or cause to be paid to the

said mortgagor, his heirs, executors, or assigns, the sum of One Thousand Dollars and interest thereon according to the tenor of the said note, to secure which, said mortgage was given as aforesaid, thence the said note and said mortgage should cease and be null and void.

And that the said John Henry Thien did in and by mortgage covenant and agree that he would pay the sum of Fifty Dollars solicitor's fees, in case of the foreclosure of the said mortgage by reason of the non-performance of any of the conditions thereof on his part.

Which said mortgage was attested by two subscribing witnesses and was duly acknowledged so as to entitle it to be recorded and was duly recorded in the office of the Register of Deeds of the County of Ozaukee, in Wisconsin, on the 12th day of April, A. D. 1859 at 12 o'clock in Volume 8 of Mortgages, on page 178.

That on the 23rd day of January, 1879 the said Adam Nolde, by an instrument in writing under his hand and seal, duly assigned said note and mortgage to one James W. Vail for value.

That on the 21st day of March, 1879 the said James W. Vail, by an instrument in writing under his hand and seal, duly assigned said note and mortgage to the said plaintiff and

"That the said John Henry Thien, on the 6th day of July, 1863 at the Town of Mequon, in said County of Ozaukee of which he was then a resident, died leaving a will which the said Betty Thien, his wife, was appointed the sole executrix thereof.

That on the 8th day of August, 1863, said will was duly proved and admitted to probate by the County Court of Ozaukee County, Wisconsin, and letters testamentary thereupon to-wit: On the 27th day of August, 1863 were duly issued and granted to the said Betty Thien as sole executrix by the said County Court; and that the said Betty Thien thereupon duly qualified as such executrix and entered upon the discharge of the duties of her said office. That the said Betty Thien thereafter to-wit: on the 28th day of November, 1864, the said estate of the said deceased being but partially administered, resigned her said office, which said resignation was duly accepted by the said County Court. That thereupon and thereafter to-wit: On the 8th day of February, 1865 by an order or determination of the said County Court, of the said county of Ozaukee duly made on the said day, the said defendant Henry Thien was appointed and now is the administrator de bonis non with the will annexed of the estate of the said deceased.

That the said defendant Betty Goetze was the wife of the said John Henry Thien at the time of the execution of said mortgage, his wife, or widow after his decease, and that since the death of the said John Henry Thien, to-wit: On or about the 30th day of June, 1866 she intermarried with and is now the wife of one Gustave Goetze. That the said John Henry Thien, left him surviving him besides his said widow, six children to-wit: the defendants Henry Thien, Helene Tholen, wife of William A. Tholen, Elly Thien, Henry Thien, Emily Thien and Anna Elizabeth Rhien, and

That the said John Henry Thien before his said decease and his executrix and administrator de bonis non with the will annexed as aforesaid, after such decease, have failed to comply with the terms of the said note and mortgage by omitting and neglecting to pay the said note and interest thereon, except that the interest on the said note has been paid annually each and every year, by the said John Henry Thien and his legal representatives; that such interest has been fully paid up the to 12th day of October 1877; that on the interest after the 12th day of October 1877 and applying to interest accruing after such date, the following sums have been paid; on or about the 12th day of August, 1878 the sum of two dollars and seventy five cents; on or about the 19th day of October, 1878 the sum of twenty dollars, and on or about the 13th day of November 1878 the sum of four and seventy five cents, amounting together to thirty dollars and fifty cents; the said sum of \$3.00, \$2.75 were paid and received in flour, and,

That there is now due and unpaid to the said plaintiff upon the said note and mortgage, the sum of One Thousand Dollars and the interest thereon, for, the said 12th day of October, 1877 except the said sum of thirty dollars and fifty cents, and,

That Henry Thien and Anna Thien, his wife Betty Goetze, Helene Tholen, Elly Thien, Henny Thien, Emily Thien a minor, James W. Vail, as guardian of the said Emily Thien, Anna Elizabeth Thien, a minor and James W. Vail as special guardian of the said Anna Elizabeth Thien, George Guettler and Louisa Guettler, his wife,

Charles R. Schleiffer, George Anschultz, Peter Anschultz, Henry Loell, Henry Hyssen and Mrs. Henry Hyssen, his wife, Henry Thiermann, Elsie Zimmermann, executrix of the last will and testament of William Zimmermann, Elsie Zimmermann, Ferdinand Duwe, Frederick Voland, Henry Wurthmann, George W. Barnard, as administrator of the estate of Robert H. Hotchkiss, deceased, Otto Puhlman, Amos Gardner, Michael Keller, Gerhard Wurthmann, Frederick Gruhl, William Voland, Anton Dick, George G. Houghton, Royal T. Houghton, John F. Clausen, August Koenig, Elizabeth Wambold, Edward P. Allis, and William Simon, 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.

That the said defendant, Emily Thien, is a minor, of the age of twenty years, and the said defendant, Anna Elizabeth Thien a minor of the age of seventeen years.

That the said defendant, Betty Goetze, is the wife of one Gustav Goetze, but that the interest in and the lien on the said mortgaged premises which she has and owns, is her separately property.

That the said defendant, Helene Tholen, is the wife, of one William A. Tholen, but the interest in, and lien on said mortgaged premises, which she has and owns is her separate property." and

That no proceedings have been had at law or otherwise, for the recovery of the sum secured by the said note and mortgage or any part thereof, and that no part thereof has been paid or

collected, except interest, as hereinbefore set out."

In the second cause of action plaintiff shows: That the said John Henry Thien, did, on the 12th day of September, 1859, made, execute and deliver to the said Adam Nolde, his promissory note in writing, dated on the said day, at the Town of Mequon, in the said County of Ozaukee, and thereby promised, for value received, to pay to the said Adam Nolde, or his order, at his residence, such residence being at the town of Mequon, two hundred dollars, one year after date said, with interest at the rate of twelve per cent per annum.

That to secure the payment of the principal and interest mentioned in the said note, the said John Henry Thien and Betty Thien, his wife, did at the same time execute, under this hands and seals, and deliver to the said Adam Nolde, a mortgage, bearing even date with the said note, and conditioned for the payment of the same, and interest mentioned in the said note as herein specified, whereby they mortgaged, granted, and conveyed, bargained and sold to the said Adam Nolde, his heirs and assigns, the same lands and premises set out and described in the first county of this complaint, together with all buildings, mills, mill dams, and water privilege thereunto belonging and appertaining.

Upon the express condition that if the said John Henry Thien, mortgagor, his heirs, executors, administrators or assigns, should well and truly pay or cause to be paid to the said mortgagor, his heirs, executors, or assigns, the sum of two hundred dollars and interest thereon, according to the tenor of the said note, to secure

which said mortgage was given as aforesaid then the said note and the said mortgage should cease and be null and void.

And the said Henry Thien, did, in and by said mortgage, covenant and agree that he would pay the sum of twenty dollars solicitor's fees, in case of the foreclosure of the said mortgage by reason of the non performance of any of the conditions thereof on his part.

Which said mortgage was attested by two subscribing witnesses, and was duly acknowledged so as to entitle it to be recorded, and was duly recorded in the office of the Register of Deeds, for the County of Ozaukee, Wisconsin, on the 14th day of September, 1859, at 8 o'clock A. M. in Vol.8 of Mtgs., page 325.

That on the 23rd day of January, 1879, the said Adam Nolde, by an instrument in writing under his hand and seal duly assigned said note and mortgage, to one James W. Vail, for value.

That on the 21st day of March 1879, the said James W. Vail, by an instrument in writing, under his hand and seal, duly assigned the said note and mortgage to the said plaintiff for value, and

"That the said John Henry Thien died, on the 6th day of July 1863, at the Town of Mequon, in said County of Ozaukee, as set out in the first cause of action of this complaint. That at the time of his death he was a resident of said town of Mequon, that he died leaving a will by which --- (Here follow the same allegations in effect as those in first cause action up to allegations of failure to comply with conditions of mortgage, the privi-

leges here set out being made to refer to the second mortgage, and

"That the said John Henry Thien, before his decease, and his executrix and administrator de bonis non with the will annexed, as aforesaid, after such decease have failed to comply with the terms of the said note and mortgage by omitting and neglecting to pay the said note and mortgage by omitting and neglecting to pay the said note and the interest thereon, except that the interest on the said note has been paid annually each and every year by the said John Henry Thien, and by his said legal representatives; that such interest has been fully paid up to the 12th day of October 1877, that no interest has been paid since the said date, that ~~Thirty~~ thirty dollars and fifty cents have been paid since as set out in the first cause of action of complaint and no more, that the same was paid as interest on the one thousand dollars note set out in the first cause of action of this complaint, and on the two hundred note set forth herein, generally, it not being specified at the time of payment of afterwards on which of the two note the same should be applied as part payment of interest, and that the whole sum of \$30.00 has been applied as part payment of interest, on the said one thousand dollar note as appears more fully in the first cause of action of this complaint. And

That there is now due and unpaid to the said plaintiff upon the said note and mortgage the sum of two hundred dollars and interest thereon from the said 12th day of October, 1877," and

"That no other lien on or interest, in the said mortgaged premises intervenes between the said first mortgage set out in the said first cause of action of this complaint, and the mortgage

set forth herein and,

"That the said Henry "hien ***** (Here follows the same allegations in effect as those in first cause of action up to allegations of no proceedings haveing been had for collection, the allegations here set out being made to refer to the second mortgage)***** and

That no proceedings have been had at law or otherwise, for the recovery of the sum secured by the said note and mortgage or any part thereof and that no part thereof has been paid or collected except the interest thereon up to the 12th day of October 1877 as hereinbefore set out."

Plaintiff demands judgment "that the amount of the plaintiff upon the said two notes and two mortgages set out in the complaint, principal and interest and for the solicitor's fees secured by the said two mortgage be computed and ascertained; that the said defendants and all persons claiming under them, or any of them subsequent to the commencement of this action, may in the manner provided by law be barred, and foreclosed of all right, title, claim, lien and equity of redemption in the said mortgaged premises, except the right, to redeem the same before sale, as provided by law; that the said mortgaged premises, may be adjudged and ordered to be sold unless said premises and said judgment be redeemed in the manner and within the time prescribed by law; and the plaintiff by paid the amount due on the said two notes and mortgage with interest to the time of such payment and the costs and disbursements of this action, together with the said sum of fifty dollars and twenty dollars as and for solicitor's fees out of the proceeds of such sale so far as the amount of such moneys

properly applicable thereto will pay the same; and that the defendants and each of them be enjoined from, committing waste on said premises or doing any other act that may impair the value of the same at any time between the date of such judgment and date of sale at any premises, thereupon; and that the plaintiff have such other or further judgment, order, or relief as is provided by law in such cases and as may be just and equitable. " Verification to complaint is by one of the plaintiff's attorneys, who says among other things in said verification that the reason the verification is not made by said plaintiff is that he is not within the County of Ozaukee, which is the county where deponent resides; that deponent's knowledge is derived from the possession of the notes and mortgages in suit and from the admission of the defendant Henry Thien; that the grounds of his belief and information received from the said Adam Nolde within named, the mortgagee of the said two mortgages in suit.

April 17th, 1879. Filed. Petition (Verified by each of petitioners separately on April 11 and 12th, 1879 respectively) entitled in said action, of Anna Elizabeth Thien and Emily Thien, to Leopold Eghart, County Judge, of said Ozaukee County, representing "that an action has been commenced against your petitioners in this court by David F. Vail, for the foreclosure of two mortgages on land which your petitioners have an interest; that your petitioner Emily Thien is an infant of the age of Twenty years, and that your petitioner, Anna Elizabeth Thien is an infant of the age of seventeen years, and that twenty days have not elapsed since the

service of the summons in this action upon either of the said petitioner's "Petitioner Emily Thien asks that Hon. Frederick C. Winkler, of the City of Milwaukee an attorney and counsellor of this court, may be appointed her guardian ad litem, to appear and defend said action on her behalf, and petitioner Anna Elizabeth Thien asks that the said Frederick C. Winkler may be appointed for her guardian ad litem, to appear, and defend said action in her behalf."

Under said petition appears consent of Fred. C. Winkler "To become the guardian ad litem of Emily Thien and Anna Elizabeth Thien, minors, to defend the action above referred to." Said consent is date April 12th, 1879.

Said petition and consent are acknowledged April 12th, 1879 before a notary public by Emily Thien, Anna Elizabeth Thien, and Fred C. Winkler, respectively, and filed by the Clerk of the Court, Washington County, Wisconsin November 8, 1879.

April 17th, 1879. Filed. Order annexed to said petition and dated April 17th, 1878, and entitled in said action, and signed by said County Judge, "that Frederick C. Winkler, be and hereby is appointed guardian ad litem for the said Emily Thien and for the said Anna Elizabeth Thien Minors, and authorized and directed to appear and defend on their behalf the action mentioned therein. "Filed by Clerk of Court, Washington County, Wisconsin, November 8th, 1879.

November 14th, 1879. Filed. Notice (dated April 9th, 1879), of Joshua Stark to plaintiff's attorneys "that I am retained to appear for the defendants Henry Thien, personally, and as admin-

istrator, Anna Thien, his wife, George Guettler and Louisa Guettler, his wife, and William Simon, as their attorney in the above entitled action."

November 14th, 1879. Filed. Notice (dated April 8th, 1879), of Jenkins, Elliott and Winkler, (signed themselves as attorneys for said defendants,") to plaintiff's attorneys "that we are retained by and appear for the defendants Helene Tholen, Elly Thien, Henry Thien, Betty Goetze, and James W. Vail, as special guardian of Anna Elizabeth Thien, a minor, and as guardian of Emily Thien a minor in the above entitled action."

November 14th, 1879. Filed. Separate Answer, of defendants Henry Thien and Anna Thien, his wife, (Verified by Henry Thien April 30th, 1879.) In said answer said two defendants show among other things that a portion of the said mortgaged premises is and has been for moer than ten years last past, the homestead of defendant Henry Thien and used by him as such and that such portion so constitute his homestead is the following described: So much of that portion of the S. $\frac{1}{2}$ of the N. W. fractional $\frac{1}{4}$ of Section 23-9-21 lying North of the Milwaukee River, as is embraced within the following boundaries, to-wit: Com. at the intersection of the East bank of the Pigeon Creek with the S. line of the Green Bay Road (so-called) and running thence N. 66 degrees, 45' East 14 rods to a point, thence S. 31.5 degrees East to the Milwaukee River, thence Southwesterly down said river, to the N. of Pigeon Creek and thence Northwesterly along the E. bank of said

Pigeon Creek to the point of beginning, "on which the dwelling of these defendants, is situated"; also all that part of said S. $\frac{1}{2}$ of the N. W. frl $\frac{1}{4}$ of Section 23 N. of the Milwaukee River, which is bounded as follows, te-wit: com. in the E. line of the Green Bay Road at a point bearing N. 16 degrees 10' W. 80 links from the N. W. corner of the flouring mill, and S. 14 degrees W. 71.5 links from the S. W. corner of the lot owned by the late William Zimmermann and running thence E. 44.56 rods to a point, thence S. to the Milwaukee River, thence Easterly up said river to the point of intersection with the E. line of said N. W. frll. $\frac{1}{4}$ thence West along said E. line of said $\frac{1}{4}$ sec. to the N. E. corner of said S. $\frac{1}{2}$ of the same, thence W. along the N. line of said S. $\frac{1}{2}$ of the same, thence W. along the N. line of said S. $\frac{1}{2}$ of said fr. $\frac{1}{4}$ sec. 113.10 rods to the N. E. corner of the School house lot, thence S. 14 degrees W. 6.06 rods to the S. E. corner of said school house lot, thence W. along the S. line of said lot 6.13 rods to the S. W. corner of said lot, thence N. 14 degrees E. 3.8 rods to a pt. thence W. 6.06 rods to a point thence S. 14 degrees W. 6.28 rods to a point, thence N. 76 degrees W. 6.06 feet to the E. line of said Green Bay Road, thence Southwesterly along the said E. line of said road 34 feet to a point, thence E. 19.72 rods to a point, thence S. 6.24 rods to a point, thence W. 12 rods to a point, thence S. 8 degrees W. 15.16 rods to a point, thence W. 4.50 rods to a point, thence S. 2 rods to a point, thence W. 7.20 rods to the E. line of said Green Bay Road, and thence Southwesterly along said East line 2.86 rods to the place of beginning, and that the land embraced within the foregoing description does not equal 40

acres in extent and is not situated within the limits of any city or village plat or of any incorporation city or village, and said two defendants claim and insist that they are entitled to have that portion of the mortgaged premises not embraced within such description first sold before any part of such lands so claimed by them, as a homestead shall be sold, etc.

Filed. November 14th, 1879. Notice of Joshua Stark, Attorney for defendants Henry Thien and Anna Thien, to plaintiff's attorneys "that the defendants Henry Thien and Anna Thien, hereby withdrew their answer and defense to the complaint in this action. "Title of case as stated over said notice is "David F. Vail, plaintiff, vs. Henry Thien as administrator de bonis non, etc, Betty Goetze, Henry Thien and Anna Thien, his wife, et al defendants," Said notice is dated November 5th, 1879.

November 14th, 1879. Filed. Certified copy of notice of lis pendens, date of Certificate April 7, 1879. Certificate among other things, shows that original notice of lis pendens was filed in the office of the Register of Deeds of Ozaukee County. April 7, 1879 at 3 o'clock P. M.

Notice states among other things: "that the object of said action is to foreclose two mortgages, first mortgage bearing date of the 12th day of April, A. D. 1879 executed by one John Henry Thien and Betty Thien his wife, to one Adam Nolde, by the latter assigned to one James W. Vail, and by him assigned to the plaintiff--said mortgage is recorded in the office of the Register of Deeds, for Ozaukee County, Wisconsin, on the 12th day of April, 1859 at 12 o'clock M. in Volume 8 of Mortgages, on page 178. Second mort-

gage bearing date the 12th day of September 1859 executed by the said John Henry Thien and Betty Thien, his wife, to one Adam Nolde, by the latter assigned to one James W. Vail, and by him assigned to the plaintiff. Said mortgage is recorded in the office of the Register of Deeds for Ozaukee County, Wis. on the 14th day of September 1859 at 8 o'clock A. M. in Volume 8 of Mortgages, on page 178/

Real estate described in the said notice as in first cause of action in complaint;

November 14th, 1879. Filed. Affidavit (sworn to Nov. 11, 1879) before P. W. Rice, clerk of William A. Pors "that he is a member of the law firm of Pors and Hedding, the Attorneys of the said plaintiff, that no copy of or answer or demurrer to the complaint in this action, has been received by the said plaintiff's attorney, Pors and Hedding or at their office at Port Washington in said County from any of the defendants, except the defendants, Henry Thien and Anna Thien, that the said Henry Thien and Anna Thien on the 5th day of November 1879 have withdrawn their answer and defense, that none of said defendants have appeared in the said action, except the said Henry Thien, personally and as administrator Anna Thien, his wife, George Guettler and Louisa Guettler his wife, and William Simon, Helene Tholen, Elly Thien, Henry Thien, Betty Goetze and James W. Vail, as special guardian of Anna Elizabeth Thien, a minor and as guardian of Emily Thien, a minor, so as to entitle them to a notice of the application to the court for the relief demanded by the complaint" and " that none of the said defendants are absentees, and that none of the defendants are infants, except the said Emily Thien and Anna Elizabeth Thien,"

(Venue of affidavit is "County of Ozaukee, ss.)".

June 7th, 1879. Filed. Notice (dated June 21st, 1879) of Pors and Hedding, plaintiffs attorneys to "Jenkins, Elliott and Winkler, attorneys for defendants, Helen Tholen, Elly Thien, Henny Thien, Betty Goetze and James W. Vail, as special guardian of Anna Elizabeth Thien a minor and as guardian of Emily Thien, a minor, "that the plaintiff will apply to the court at the General term to be held at the Court House in the Town of Port Washington in said County on the 17th day of June, 1879 at the opening of the court on that day or as soon thereafter as counsel can be heard, for the relief demanded in the complaint. "Among other things is endorsed on said notice: "Due service of the within this 3rd day of June 1879 Jenkins, Elliot and Winkler." Filed by Clerk of Court Washington County, November, 8th, 1879.

June 7th, 1879. Filed. Notice (dated June 2, 1879) of Pors and Hedding Plaintiffs attorneys to "Joshua Stark Esq., atty, for defendants Henry Thien personally and as administrator and Anna Thien, his wife, George Guettler and Louisa Guettler, his wife, and William Simon", "That the plaintiff will apply to this court at the general term to be held at the Court House in the Town of Port Washington, in said county on the 17th day of June, 1879, at the opening of the Court on that day or as soon thereafter as counsel can be heard for the relief demanded in the complaint. "Among other things is endorsed on said notice: "Due service of the within admitted this 3rd day of June 1879 Joshua Stark atty. "Filed by Clerk of Court, Washington County, November, 8th, 1879.

14th, 1879. Filed. Order of reference (dated at West Bend, Nov. 11th, 1879.) reciting and ordering "It appearing to court by due proof that the summons in this action now on file in the office of the clerk of this court. ---been duly served on the said defendants, and that the time for answering the complaint, having expired during which time no answer or demurrer to said complaint was received by the plaintiff's attorneys from any of the defendants, except Henry Thien and Anna Thien, that the said Henry Thien and Anna Thien have withdrawn their said answer, so that none of the said defendants has answered, that no notice of appearance of said defendants was received by the said plaintiffs attorneys, except as to the defendants, Henry Thien, and as administrator, Betty Goetze, Anna Thien, Helene Tholen, Elly Thien, Henry Thien, James W. Vail as guardian of the said Emily Thien and as special guardian of Anna Elizabeth Thien, George Guettler, Louisa Guettler, William Simon and the plaintiff having applied to the court for the relief demanded in the said complaint, and this being an action for the foreclosure of a mortgage. On motion of Pors and Hedding attorneys for the said plaintiff, it is ordered that it be referred to Charles H. Miller, Esq. of West Bend, Washington County, as aforesaid, as referee, to compute the amount due to the plaintiff on the notes and mortgages mentioned in said complaint, and to take proof of the facts and circumstances stated therein; and examine the plaintiff or his agent on oath as to any payments which may have been made to said plaintiff, or to any person for his use, upon the notes and mortgages set forth in the complaint and report the amount due, and also such proofs

and circumstances to this court with all convenient speed.

"Order signed "By the Court, N. P Rix Clerk "Such order filed clerk of court, Washington County, November 11th, 1879.

Note:--This order is not signed by the Judge.

Nov. 14th, 1879. Referee's report made in pursuance of the last mentioned order, to which report are attached the papers hereinafter shown attached thereto, filed. Said report dated November 11, 1879. Said referee reports among other things that he is of the opinion that the facts and circumstances stated in complaint are true.

Testimony of Wm. A. Pors, attorney for plaintiff attached to said report.

Original mortgage recorded in Vol.8 of Mortgages, on page 178 in Register of Deeds, office, Ozaukee County, also attached; Original note secured by said mortgage also attached.

Attached also assignment of mortgage; (Abstract there of follows:)

Adam Nolde,	)	Assignment of Mortgage. Dated and ackd.
to	)	Jan. 23rd, 1879. Consideration \$1100.00.
James W. Vail,	)	Assigns the Mortgage recorded in Volume 8
	)	of mortgages, on page 178 in Register's
	)	office, Ozaukee County, Wisconsin, etc. (No certificate of Reg-
	)	ister thereon showing assignment recorded). Attached also Orig-
	)	inal Assignment of Mortgage: (Abstract thereof follows).
James W. Vail,	)	Assignment of Mortgage. Dated and ackd.
to	)	March 21st, 1879. Consideration \$1100.00.
David F. Vail,	)	Assigns the mortgage recorded in Vol. 8 of
	)	Mortgages, on page 178 in Register's office

Ozaukee County, Wisconsin, etc. (No certificate of Register thereon showing assignment recorded.)

Attached also Original Mortgage recorded in Vol. 8 of Mortgages, on page 325 in Register of Deeds, office, Ozaukee County, Wisconsin: Original note secured by said mortgage also attached.

Attached also Original assignment of Mortgages: (Abstract thereof follows).

Adam Nolde,) Assignment of Mortgage, Dated and ackd.
) Jan. 23, 1879. Consideration \$220.00.
James W. Vail,) Assigns the Mortgage recorded in Vol. 8
) of Mortgages on page 325 in Register's
office of Ozaukee County, Wisconsin (No certificate of Register
attached showing assignment recorded.)

Attached also Original assignment of Mortgage: (Abstract thereof follows)

James W. Vail,) Assignment of Mortgage. Dated and ackd.
) March 21, 1879. Consideration \$220.00.
David F. Vail,) Assigns the mortgage recorded in Vol. 8
) of Mortgages, on page 325 in Registers
office, Ozaukee County, Wisconsin etc. (No certificate of Register
thereon showing assignment recorded.)

Said report recites in part: "In pursuance of an order of this Court, made in the above entitled action, on the 11th day of November, A. D. 1879, by which it is ordered was referred to

the undersigned referee, to ascertain and compute the amount due, etc.

Said order and said papers attached were filed by the Clerk of Court of Milwaukee County, November 12th, 1879.

November 14th, 1879. Filed, Judgment of foreclosure and sale. Caption reads as follows ; "At a general term of the Circuit Court for Washington County held in the Court House in the Village of West Bend, in said county, commencing on the 10th day of November, A. D. 1879, and on the 3rd day of said term, to-wit: the 12th day of November, A. D. 1879, the said general term being a special term of the Circuit Court of Ozaukee County. Present Hon. D. J. Pullin, Judge Presiding." Said Judgment recites and adjudges. "The summons and complaint in this action having been duly served on said defendants and the proof of such services having been made and filed, and the time for serving said complaint having expired and no answer or demurrer having been filed, or served upon, or received, by, the attorneys of said plaintiff, except the answer of defendants Henry Thien and Ann Thien, which answer has been withdrawn by them, and no notice of appearance having been filed, or served upon or received by the attorney of said plaintiff, except that the defendants Henry Thien personally and as administrator, Anna Thien, Betty Goetze, Helene Tholem, Elly Thien, Henry Thien, James W. Vail, as special guardian of Anna Elizabeth Thien, and as guardian of Emily Thien, George Guettler and Louisa Guettler and William Simon have appeared and due proof of such failure to appear, answer or demur and of notice of application having been served upon the said defendants that appeared herein having been made and filed, and due notice of the

pendency of the action having been filed in the office of the Register of Deeds of Ozaukee County, on the 7th day of April A. D. 1879 and an order of Reference having been duly made referring to Charles H. Miller, to compute, ascertain and report the amount due to the plaintiff upon the notes and mortgages set forth in the complaint.

On reading and filing the report of the Referee named in the order of reference by which report, bearing date the 11th day of November, 1879, it appears that at the date of said report there was due the plaintiff on said notes and mortgages the sum of fourteen hundred and sixty nine $23/100$ dollars and for solicitor's fee the sum of fifty dollars and twenty dollars, together to \$1539.23.

Now, therefore, on motion of Pors and Hedding attorneys for the plaintiff it is adjudged by the Court that the report be and the same, is hereby confirmed, and that there is due to the plaintiff for principals and interest in said notes and mortgages the sum of fourteen hundred and sixty nine and $23/100$ dollars.

It is further adjudged, that the mortgaged premises described in the complaint in this action and hereinafter described, or so much thereof as may be sufficient to raise the amount due the plaintiff for principal, interest and costs, and solicitor's fees and which may be sold separately without material injury to the parties interest, be sold at public auction in the County of Ozaukee, by and under the direction of the Sheriff of the County of Ozaukee, at any time after one year from the date of judgment, unless previous to such sale said premises and said judgment shall be redeemed in the manner provided by law, by the pay-

ment of the amount of such judgment and costs, and interest thereon, at the rate of ten per cent per annum, and all subsequent costs.

And it is further adjudged, that in case of sale, the said sheriff give public notice of the time and place of such sale, in the manner provided by law; 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 tract or parcel of lands or lots so sold, and the sum paid therefor; that out of the moneys arising from such sale, after deducting the amount of the fees and expenses of such sale, the sheriff pay to the plaintiff of his attorneys, the sum of Two Hundred Sixty four dollars and forty cents adjudged to plaintiff for costs and disbursements and said sum of seventy 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 fourteen hundred and sixty nine $\frac{23}{100}$ dollars with interest at said rate, from the date hereof or so much hereof as the purchaser money of the mortgaged premises will pay of the same, take a receipt therefore, and file it with his report of sale; that he the said sheriff deposit the surplus money, if any, arising from the same of said mortgage premises under this judgment, with the Clerk of this Court within the time required by law,

And it is further adjudged that if the proceeds of such sale be sufficient to pay the amounts aforesaid the said sheriff specify the amount of such deficiency in his report of sale, and

that upon filing said report, the clerk of said court shall credit the amount realized from such sale, over and above legal costs of such sale, upon this judgment.

And it is further adjudged, that after the sale of said mortgaged premises, as aforesaid, the purchaser or purchasers of such sale, his or their heirs as assigns be let into possession of the premises so sold, on production of the said sheriff's deed, or deeds, or a duly authorized copy 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 ever person who since the filing of such notice 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, on production of such deed or deeds or an authenticated copy of copies thereof, of the aforesaid mortgaged premises or any portion 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, and interest, and equity of redemption in said as provided by statute.

The following is a description of the mortgaged premises hereinafter mentioned;

(Here is set out in judgment the same description as appears in first cause of action in complaint.)

And it is, on like motion, Further adjudged, that the said defendant, 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. "Judgment is dated November 12th, 1879. It is signed as follows.

"By the Court, W. P. Rix, Clerk." (Not signed by Judge). Said judgment was filed by clerk of court of Washington County, Nov. 12th, 1879.

Attached to all of said papers filed prior to Nov. 5th, 1879, is certificate of M. G. Ruppert, Clerk of Circuit Court of Ozaukee County, that such papers are the papers filed in said action. Said certificate dated November, 5th, 1879.

All the foregoing papers bearing filing stamp of Clerk of Circuit Court of Washington County and as of the 11th day of November 1911 where no different date of such filing is above indicated.

Certificate of transmittal of papers in said action, by W. P. Rix, Clerk of Circuit Court of Washington County attached to said papers. Said certificate dated November 12th, 1879.

Nov. 23rd, 1879. Filed. Notice of taxation of costs, to Jenkins, Elliott, and Winkler attorneys for defendant Emily Thien, a minor, et al, and affidavit endorsed showing service by mailing on November 18th, 1879, etc.

Nov. 22, 1879. Filed. Notice of taxation of costs, etc., to Joshua Stark attorney for defendant Henry Thien et al, and affidavit endorsed showing service by mailing on Nov. 18, 1879.

Nov. 24, 1879. Filed. Bill of taxation of costs, costs taxed November 24, 1879.

Nov. 24th, 1879. Filed. Order (dated November 20, 1879) of court for guardian ad litem fees and for taxation of the same with the other costs.

Feb. 18, 1881. Filed. Sheriff's report of sale to said court in which he states "Pursuant to and by virtue of a judgment of this court made in the above entitled action, at the special term thereof, and bearing date the 12th day of November A. D. 1879, by which it was, among other things, ordered and adjudged that all and singular the mortgaged premises mentioned in the complaint was, among other things, ordered and adjudged that all and singular the mortgaged premises mentioned in the complaint in this action and hereinafter described, be sold at public auction, by or under the direction of the sheriff of the county of Ozaukee where the said mortgaged premises are situated, I, Frank Welles, the subscribed, the late sheriff of the County of Ozaukee aforesaid, in the state of Wisconsin, do respectfully certify and report, that at the request of the plaintiff's attorneys and in the execution of the said judgment, I advertised said premises to be sold by me at public auction, at the front door of the court house in the town of Port Washington, in said county, at 10 o'clock in the forenoon

on the 16th day of February, A. D. 1881; that previous to said day of sale, I caused notice thereof to be publicly advertised for six weeks successively, as follows: to-wit: By causing a copy of such notice to be printed once in each week, during the six weeks immediately preceding said sale, in the Ozaukee County Advertiser a public newspaper, printed in said county of Ozaukee, which notice contained in a brief but intelligible description of the said mortgaged premises, the first publication being on the 30th day of December, A. D. 1881 a printed copy of which notice is attached to the printer's affidavit of publication hereto annexed.

And I do further certify and report that I caused the printed notices to be fastened up in three public places in the town of Mequon, in said County, where the premises are situated; and also caused like printed notices to be fastened up in three public places in the Town of Port Washington, where said premises were sold, six weeks before said sale;

And I do further report that at 10 o'clock in the forenoon of the 16th day of February, A. D. 1881, the day on which the said premises were to be sold, pursuant to adjournment and notice thereof, I attended at the time and place as aforesaid, fixed by said adjournment 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: to James W. Vail, for the sum of two thousand and seventy four dollars and fifty eight cents (\$2074.58) he being the highest and best bidder therefor, and that being the sum paid for the same.

And I do further certify and report that I have executed, acknowledged and delivered to said purchaser a good and sufficient deed of conveyance for the same, and have paid over or disposed of the purchase money, or proceeds of said sale as follows, to-wit: I have paid to the plaintiff's attorneys the sum of Three Hundred and Seventy six and 57/100 dollars being the amount of costs, etc, of this action as taxed solicitor's fees and which and have taken a receipt therefor, which is hereto annexed. I have retained in my hands the sum of forty three 40/100 dollars being the amount of my fees, commissions and disbursements of said sale, as will appear by reference to the statement hereto annexed, to which reference is made. I have also paid to the plaintiff's attorney the sum of One thousand six hundred and fifty five 51/100 dollars, and have taken a receipt therefor, which is hereto annexed. And the balance of the proceeds of said sale, amounting to the sum of _____ dollars I herewith bring into court to abide the further order thereof.

I further certify, that the premises so sold and conveyed as aforesaid, were described in said judgment, and in the deed of sale and conveyance so executed by me as aforesaid, as follows, to-wit:

(Here is set out description as appears in complaint (First cause of action) beginning with "The Thiensville Mill property, being situated in the South half of " etc.)

Report dated Feb. 16th, 1881. (signed) Frank Delles, late sheriff of Ozaukee County, Wisconsin, "Annexed is receipt, dated Feb. 18th, 1881 of plaintiff's attorneys for the sum of

\$376.57 for costs, etc., as taxed; also receipt dated Feb. 16 1881 of plaintiff's attorneys for the sum of \$1655.57, amount adjudged and interest thereon, also statement of sheriff's fees and disbursements attached.

Also attached affidavit (sworn to Feb. 16th, 1881) of John R. Bohan "that he is the publisher and printer of the Ozaukee County Advertiser which is a public newspaper of general circulation, published in the Town of Port Washington, and County of Ozaukee, State of Wisconsin; that a notice of sale, of which a printed copy is hereto annexed, has been published in said newspaper, once in each week, for six weeks successively next before the day of sale mentioned therein, and that said printed copy was taken from said newspaper."

Such notice as appears from said printed copy read after name of court, title of action, etc. "By virtue of and pursuant to a judgment of said court, in the above entitled action, which was rendered and dated on the 12th day of November, 1879.

I shall expose for sale and sell at public auction at the front door of the Court House in the Town of Port Washington in said County of Ozaukee, on Wednesday the 16th day of February, A. D. 1881 at 10 o'clock in the forenoon of the said day, the following described mortgaged premises or so much thereof as may be sufficient to raise the amount due the plaintiff for principal, interest and costs together with the expenses of sale to-wit: All of the following real estate, situated in the County of Ozaukee and State of Wisconsin, to-wit: All that part of the northwest etc., (Description being set out in full as in complaint, first cause of action). Said notice dated December 16th, 1880. Signed

"Frank Delles, Sheriff of Ozaukee County, Wisconsin."

I cannot find that said report of sheriff has ever been confirmed.

No further papers in files.

Court Record in said action on page 239, has among other entries the following:

Nov. 6th, 1879. Papers certified to Wash. Co. Wis.

Nov. 14th, 1879. Papers returned from Washington Co. West Bend, Wisconsin.

83. Note: By the records and files in the office of the County Clerk of Ozaukee County, Wisconsin, it appears that William Zimmermann died on the 17th day of March, 1878; and that letters testamentary were granted to Elizabeth Zimmermann, his widow, on the 19th day of June, 1878.

It also appears from the records and files in this office of said County Court of Ozaukee County, Wisconsin, that the will of said William Zimmermann was admitted to probate on April 23rd, 1878; which will is dated August 8th, 1849; and re-affirmed April 3rd, 1856 (re-affirmation not witnessed); and in which will testator gives and bequeaths "to my beloved wife, Elizabeth, born Varbys, all property which I possess, real, as well as personal property, without any reservation whatever, because I have the utmost confidence in my said wife that she will honestly and faithfully manage and use said property to the best advantage of our children. "Two witnesses. "

Said will does not appoint executor.

84. Certified copies of

The will and probate in the matter of the will of William Zimmermann, deceased, Ozaukee County Court, were recorded in the office of the Register of Deeds of Ozaukee County, on April 23rd, 1878 at 4 P. M. in Vol. 1 of Miscellaneous, page 257.

85. I cannot find that administration of the estate of Robert H. Hotchkiss deceased was granted by the County Court of the County of Ozaukee, Wisconsin.

86.

Entry of abstract of notice of Lis Pendens, filed in Register's office.

Names of Parties:

David F. Vail, vs. Henry Thien, as administrator de bonis non etc.

Betty Goetze, Henry Thien, et al.

(Note title given in full as it appears in proceedings of said case, shown at No. 32 of this abstract.

In what court;

Circuit Court, Ozaukee County, Wis.

Time of filing notices:

April 7th, A. D. 1879 at 3 o'clock P. M.

For what purpose:

Notice of Pendency of Action on Foreclosure of mortgage.

In what volume mortgage

Recorded in Volume 8 of Mortgages,

is recorded:

on page 178.

Description:

(Same description as set out in complaint first cause of action in said action, shown at No. 82 of this abstract).

Remarks:

Pors and Hedding, plaintiff Atty.
Entered in Volume 1 of Lis Pendens,
etc., on page 90.

THIS INDENTURE, made this 16th day of February, in the year one thousand eight hundred and eighty one, between Frank Delles, late sheriff of the County of Ozaukee, of the first part, and James W. Vail of Ozaukee County, Wisconsin of the second part.

WITNESSETH, that whereas, at the special term of the Circuit Court, State of Wisconsin, held in and for the County of Ozaukee, at the Court House, in the Village of West Bend, Washington County, on the 12th day of November, 1880, it was among other things ordered and adjudged by the said court in a certain action then pending in the said court between David F. Vail, plaintiff, against Henry Thien as administrator de bonis non with the will annexed of the estate of John Henry Thien, Betty Goetze, Henry Thien and Anna Thien, his wife, Helene Tholen, Elly Thien, Henny, Thien, Emily Thien, a minor, James W. Vail as guardian of the said Emily Thien, Anna Elizabeth Thien a minor, James W. Vail as special guardian of the said Anna Elizabeth Thien, George Guettler and Louisa Guettler, his wife, Charles R. Schleifer, George Anschuetz, Peter Anschuetz, Henry Loell, Henry Hyssen and Mrs. Henry Hyssen, his wife, Henry Thiermann, Eliza Zimmermann, as executrix of the last will and testament of William Zimmermann, deceased, Elsie Zimmermann as Ferdinand Duwe, Frederick Volland, Henry Worthmann, George H. Bernard, as administrator of the estate of Robert H. Hotchkiss deceased, Otto Puhlman, Amos Gardner, Michael Keller,

Gerhard Wurthmann, Frederick Gruhl, William Voland, Anton Dick, George G. Houghton, Royal T. Houghton, John F. Clausen, August Koenig, Elizabeth Wambold, Edward P. Allis and William Simon, defendants, the plaintiff above named complaining of the defendants, alleges, first for a first cause of action: He respectfully shows to htis court that one John Henry Thien died.

That all and singular the mortgaged premises mentioned inthe complaint of said action, and in said judgment described, or so much thereof as might be sufficient to raise the amount due to the plaintiff, for principal, interest and costs in said action, and which might be sold separately without material injury to the parties interested, be sold at public auction by or under the direction of the sheriff of the county of Ozaukee, at any time after one year from the date of said judgment, unless previous to such sale said premises and said judgment shallbe redeemed in the manner provided by law; that the said sale be made in the County of Ozaukee where the premises are situated; that the said sheriff give public notice of the time and place of such sale, in the manner provided by law; that either or any of the parties in said action might purchase at such sale; that the said sheriff upon compliance by the purchaser with the terms of such sale, execute and deliver to the purchaser or purchasers a deed of the premises so sold, settinf forth each tract or parcel so sold, the sum paid therefor;

AND WHEREAS, Neither said premises, nor any part thereof, had been redeemed, and neither said judgment, nor any part thereof, had been paid, and one year from the date of said judgment had expired;

ment had expired;

AND WHEREAS, The said sheriff, in pursuance of the said judgment of the said court did on the 16th day of February, A. D. 1881 sell at public auction at the front door of the Court House in the Town of Port Washington, in said County, at the hour of 10 o'clock A. M. of that day, the premises in said judgment hereinafter described were struck off to the said party of the second part for the sum of Two Thousand and seventy four dollars and forty eight cents. being the highest and best bidder therefor, and that being the highest sum bid for the same.

NOW THEREFORE, Know Ye, that I, the said Frank Delles, the late sheriff aforesaid, by virtue of the said judgment, and of the statute in such case made and provided, and in consideration of the said sum of money, so bidden as aforesaid, being first duly paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened and conveyed and by these presents do grant, bargain, sell, alien, and convey unto the said James W. Vail, and to his heirs and assigns forever, all the Thiensville Mill property being situated in the South half of the Northwest fractional quarter North of the Milwaukee River, Sec. 23-9-21 East, commencing at a point in the center of the Green Bay Road on the East bank of Pigeon Creek which bears North 66 degrees 30' East 4.24 rods from a point in the West line of said sec. 23, which point is 32.72 rods North of the West quarter post of said section 23, thence North 66 degrees 45' East 12.88 rods along center of said road to a point in the centre of road running northerly thence North 14 degrees East 7.90 rods along center of said road to a point 2 rods West, or the Southwest corner of lands owned

by Elsie Zimmermann, widow and devisee of William Zimmermann deceased, thence East 9.20 rods along the South line of the said lands of Elsie Zimmermann to a point 80/100 rods North of the Mill race, thence North 2 rods; thence East 4.50 rods thence North 8 degrees East 15.16 rods; thence East 12 rods, thence N. 6.24 rods; thence West 19.72 rods to a point on the East side of the Green Bay road (which point is 23.40 rods North of the said S. W. corner of the said lands of Elsie Zimmermann) thence North 4 degrees East 2.06 rods along the said East side of the said road to the S. W. corner of a building now owned by Anna Thien, formerly belonging to the Thiensville Fire Engine Company; thence S. 76 degrees East 6.06 rods to a point 76/100 North of the North line of lands owned by Doctor Rosenthal, thence North 14 degrees East 5.28 rods thence East 6.06 rods to the school house lot belonging to School District no. 3, of the Town of Mequon, thence S. 14 degrees West 3.02 rods along the West side of the said school house lot thence East 6.13 rods to the S. E. corner of the said school house lot, thence North 14 degrees East 6.06 rods to the N. E. corner of the said lot thence East 113.08 rods to the N. and S. $\frac{1}{4}$ line of said section, thence S. 27-32 rods on said $\frac{1}{4}$ line to the N. Bank of Milwaukee River; thence westerly along the N. Bank of said river, to the East bank of Pigeon Creek, thence N. 20 degrees 30' W. 10.20 rods to the place of beginning, together with all buildings, mills, mill dams, and water privileges thereto belonging or appertaining particularly the privilege and hereditament of retaining and keeping and maintaining the mill dams now erected and built on the said premises and upon lot 5 of sec.

23 aforesaid. (the same being a part of said Northwest quarter of moving said dam to any part of said lot 5 or erecting a new dam at any point of said premises and lot 5 aforesaid entering at any and all times upon said lot 5 for the purpose of repairing, altering of moving said dam, or building another one of having and raising sufficient room on said lot 5 for carrying on the necessary work and placeing of materials for building in case of repairing or building such dam or cutting timber on said lot 5 did digging gravel on said lot 5 if necessary for the repairing or building of such dam.

TO HAVE AND TO HOLD, all and singular the premises above mentioned and described, and hereby conveyed, or intended to be so, unto the said party of the second part, his heirs and assigns to his only proper use, benefit, and behoof, forever.

IN WITNESS WHEREOF, the said Frank Delles Sheriff as aforesaid, hath hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered in

presence of:

Wm. A. Pors,
Wm. A. Tholen.

Frank Delles (seal)
late sheriff of Ozaukee County,
Wisconsin.

STATE OF WISCONSIN)
)
OZAUKEE COUNTY) ss.

On the 16th day of February, A. D. 1881 before me came Frank Delles known to be the individual and officer described in

Road, at the N. E. corner of said house lot and thence North 14 degrees East along the East line of said road nine 26/100 rods to the place of beginning, together with one half of said river and one half of said river and one half of said road adjacent to said premises and all buildings, mills, mill dams, and water privileges thereunto belonging, particularly the privilege and hereditaments of retaining and keeping and maintaining the mill dam now upon said premises and on lot 5 in said section 23 or erecting a new dam at any point of said premises and said lot 5 of entering at any and all times on said lot 5 for the purpose of repairing, altering or moving said dam, of having and using sufficient room on said lot 5 for carrying on the necessary work and placing materials for building in case of repairing or building of such dam, of cutting timber on said lot 5 and of digging gravel thereon, if necessary for the repairing or building of such dam and any and all other privileges, easements, and appurtenances to said premises to said mill belonging.

Recorded Feb. 26th, 1885 at 5 $\frac{1}{2}$ P. M. in Vol. 35 of Deeds, on page 55.

89. Claus Kroehnke and	)	Warranty Deed. Made and ackd.
Louisa, his wife,	)	March 9, 1885. Cons. \$12000.00.
to	)	Conveying: the undivided $\frac{3}{4}$
P. J. Kroehnke,	)	interest in and to the prem-
	)	ises as described in last above
	)	deed.

Recorded March 20, 1885 at 9 $\frac{1}{4}$ A. M. in Vol. 35 of Deeds, on page 82.

90. Claus Kroehnke,) Warranty Deed. Made and ackd.
a widower,)
) Jan. 6, 1900. Cons. \$2000.00.
to)
) Conveying: the undivided $\frac{1}{4}$ in-
Peter J. Kroehnke,)
) terest in and to the premises
) as described second last above.
) Recorded Jan.15,1900 at 8 A.M.
) in Vol.44 of Deeds,page 259.

91. James W. Vail,) Quit Claim Deed. Made and ackd.
widower,)
) March 27, 1885. Cons. \$1.00.
to)
) Conveying: All that part of the
Anna Thien,)
) South $\frac{1}{2}$ of the Northwest frl $\frac{1}{4}$
) of the Milwaukee River, Sec. 23-

9-21 East, which was described as follows: Commencing at a point in the Easterly line of land owned by Elise Zimmermann, widow and devisee of William Zimmermann, deceased which is 12 feet North, and 8 degrees East of the Southeast corner of said Elise Zimmermann's land, running thence N. 8 degrees East 288.14 feet to a point, which is 15.16 rods N. 8 degrees East, from the S. E. cor. of said Elise Zimmermann's land, thence E. 12 rods, thence N. 6.24 rods, thence W. 19.72 rods to a point on the E. side of the Green Bay Road, which point is 23.40 fods N. of the S. W. corner of said lands of Elsie Zimmermann, thence N. 14 degrees E. 2.06 rods along the said E. side of said road to the S. W. cor. of a building form, erly belonging to the Thiensville Fire Engine Company, thence S. 76 degrees E. 6.08 rods to a point .76 rods N. of the N. line of the

lands owned by Doctor Rosenthal, thence N. 14 degrees E. 5.28 rods, thence E. 6.06 rods to the School House lot belonging to School District No. 3 of the Town of Mequon, thence S. 14 degrees W. 3.02 rods along the W. side of said school house lot to the S. W. cor. thereof, thence E. 6.13 rods to the S. E. cor. of said school house lot, thence N. 14 degrees E. 6.06 rods to the N. E. cor. of said lot, thence E. 113.08 rods to the N. and S. $\frac{1}{2}$ line of said section, thence S. 27.32 rods on said $\frac{1}{4}$ line to the N. Bank of the Milwaukee River; thence West-erly along the North bank of said river to the E. boundary line of a certain tract of land conveyed by and described in a deed executed by Frank Delles, as sheriff of Ozaukee County to Anna Thien and Frederick G. Memmler, dated May 20th, 1879 and record-ed in the office of the Register of Deeds of said County the 5th day of June 1879, in Volume 27 of Deeds, on page 450 etc., thence N. 12 rods to the N. E. cor. of a tract of land described in the sheriff deed thence Westerly in a straight line to the place of beginning. Also commencing on the N. bank of the Milwaukee River, at the S. W. cor. of the tract of land described in said sheriff's deed, thence N. 31 degrees 39' West 2.72 rods the E. line of the Green Bay Road at the N. E. cor. of what is known as Henry Thien's House lot, thence S. Westerly along the line of said Green Bay road to Pigeon Creek, thence S. Easterly along said Pigeon Creed, to the Milwaukee River, thence Northeasterly along said river to the place of beginning.

Recorded March 8, 1886 at 5:30 P.M. in Vol. 33 of Deeds, page 265.

92. Anna Thien and
Henry Thien, her husband,
to
Peter J. Kroehnke,

) Warranty Deed. Made and ackd.
) May 19th and 20th respectively,
) 1885. Cons. \$2800.00 conveying
) the same premises as described
) in the last above deed.
) Recorded March 3, 1888 at 8 A. M.
) in Vol. 33 of Deeds, on page 461.

93. Peter J. Kroehnke,
and Tina, his wife,
to
Henry Mohrhusen,

) Warranty Deed. Made and ackd.
) July 11, 1889. Cons. \$60.00.
) Conveying: part of the S. $\frac{1}{2}$ of
) the N. W. frl $\frac{1}{4}$ (N. of the Mil-
) waukee River) of Sec. 23-9-21

East, to-wit: Commencing at a point in the S. W. corner of a certain lot of land now owned by School District No. 3 of said Town of Mequon and which said lot is particularly described in a certain Warranty Deed, dated September 25th, 1858, and recorded April 12th, 1859, in Volume 10 of Deeds, on page 42 in the Register's office of Ozaukee County running from there N. 14 degrees E. 3.02 rods along the W. side of said school house lot to a pt. thence W. 6.06 rods to a point, thence S. 14 degrees W. 4.04 rods, thence in a straight line in an Easterly direction to the place of beginning, and further a right of way .76 rods wide, running along the S. side of the last aforescribed premises in a westerly direction to the Green Bay Road, aforesaid, provided that the right of way hereby granted is subject to and shall not in any event whatsoever effect the right of way as now established and formerly granted and conveyed by John Henry Thien and his wife, Betty Thien to school district No. 3 of the Town of Mequon.

Recorded April 30, 1880 at 9 A.M. in Vol. 38 of Deeds, page 192.

Note: The title to the premises described in the deed at Vol. 38 of Deeds, page 192 is not followed further in this abstract.

94. Peter J. Kroehnke,) Warranty Deed. Made and ackd.
a widower,)
to) Oct. 22, 1897. Cons. \$100.00.
School Dist. No. 3,) Conveying: a certain piece or
of the Town of Mequon,) parcel of land situated in the
) S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec.

23-9-21 E. commencing at a certain point which point is the S.W. corner of a certain lot of land now owned by said 2nd party and also known as the "Thiensville School House site" and running thence in a Southerly direction 18 feet, thence in an Easterly direction 139 feet, parallel to the S. line of said lot, thence in a northerly direction 118 feet to the S. W. corner of a certain lot of land now owned by J. M. Crawford, thence in a westerly direction 30 feet to the N. E. cor. of said school house lot, thence S. along the E. side or line of said school house lot to the S. E. corner of said school house lot, thence E. to the place of beginning.

Recorded Oct. 29, 1907 at 9 A. M. in Vol. 52 of Deeds, page 458.

Note: The title to the premises described in the deed recorded in Vol. 52 of Deeds, on page 458 is not followed further in this abstract.

95. Peter J. Kroehnke,) Warranty Deed. Made Sept. 8, 1910.
a widower,)
to) Ackd. Oct. 10, 1910. Cons. \$400.00.
Thiensville State Bank,) Conveying: a piece or parcel of
) land, situated in the S. W. $\frac{1}{4}$ of
) Sec. 23-9-21 East, and described

as follows, to-wit: Commencing at the Southwest corner of a certain lot or parcel of land formerly owned by Elizabeth Zimmermann, and

conveyed by her heirs to Henry Thienmann by a Quit Claim Deed, recorded in Vol. 30 of Deeds, on page 475, and of record in the office of the Register of Deeds, of Ozaukee County, running thence East 43 feet, along the South line of said lot, thence S. 34 feet, thence W. to the East line of the Green Bay Road, thence in a Northerly direction along the East line of the Green Bay Road to the place of beginning.

Recorded October 17, 1910 at 8 A. M. in Vol. 56 of Deeds, page 153.

Note: The title to the premises described in the deed recorded in Vol. 56. of Deeds, page 153 is not followed further in this abstract.

96. John Kirch,) Warranty Deed. Made and ackd.
no wife named,)
to) July 11, 1864. Cons. \$2000.00.
John B. Kirch,) Conveying: Frac. of lot 6 of
) Sec. 23-9-21 East, containing
) 26.61 acres, more or less, also

all of the Lot 8 and the Northwest quarter of the Southeast quarter of Section 23-9-21 East, containing 73.50 acres more or less, also all of lot 5 in section 23-9-21 East, containing 31.90 acres more or less.

Recorded July 14, 1864 at 4 P.M. in Vol. 15 of Deeds, on page 492.

97. John B. Kirch,) Warranty Deed. Made and ackd.
no wife, named,)
to) Oct. 5, 1864. Cons. \$500.00.
Henry Urlings,) Conveying: the same premises
) as described in last above deed.
) Covenant against incumbrances

contains exceptions as follows: excepting therefrom Lot 5 above described, which is subject to certain conditions, contained in a certain deed executed by J. H. Thien and wife to J. Kirch, 27th, August, 1847.

Recorded Oct. 6, 1864 at 10 A.M. in Vol. 16 of Deeds, page 11.

98. Heinrich Uerlings,) Will and Probate. Made May 8,
to) 1879. Recites: I give, devise,
Anton Uerlings, Joseph) and bequeath to my sons Anton
Uerlings and Ludwig) Uerlings, Joseph Uerlings and
Uerlings,) Ludwig Uerlings the following
described real estate, to-wit: Lots 5, 6 and 8 and the N. E. $\frac{1}{4}$
of the S. W. $\frac{1}{4}$ all in Sec. 23-9-21 East, to have and to hold the
same in even and equal shares, providing that my said sons, An-
ton, Joseph, and Ludwig shall and will support and maintain my
wife, Magdalene, during the time of her natural life. I also
give, devise, and bequeath to my said sons, the rest, residue,
and remainder of my estate, share and share alike. I give, de-
vise and bequeath to my daughter Catharine, wife of Gottfried,
the sum of \$400.00. I hereby nominate and appoint my son Anton
Uerlings, Kick, the executor of this my last will and testament,
and hereby authorize and empower him to compound, compromise and
settle any claim or demand which may be against or in favor of
my estate. Attached is a codicil, revoking bequest made to my
daughter Catherine, wife of Gottfried Kick, in aforesaid will.
Admitted to Probate Jan. 30, 1884, and certified Jan. 7, 1885.
Recorded Jan. 7, 1885 at 2 $\frac{1}{2}$ P.M. in Vol. 2 of Misc. page 144.

corner of the above mentioned land and thence West along the S. line of said lands to the place of beginning and also an undivided $\frac{1}{2}$ interest in Lots 5, 6, and 8 in Section 23-9-21 East, and the N. E. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of Sec. 23-9-21 East, containing 132 acres of land, more or less.

Recorded June 8th, 1910 at 2 P.M. in Vol.55 of Deeds, page 451.

102. Louis Uerlings,) Warranty Deed. Made and ackd.
(a single man),) April 8, 1911. Cons. \$1.00.
to)
George F. O'Neil,) Conveying: lots 5, 6, and 8 and
) the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ all of
) Sec. 23-9-21 E, containing 132

acres, of land, more or less, said lot 5 being subject however to the certain privilege reserved in a certain deed executed by John H. Thien and Meta Thiem, his wife, to one John Kirch as recorded in Volume C of Deeds, page 281 on August 28, 1847 in the office of the Register of Deeds, of said Ozaukee County.

Recorded April 10, 1911 at 9:40 A.M. in Vol.56 of Deeds, page 403.

103. Charles Engels and) Warranty Deed. Made and ackd.
his wife, Maria,) August 8 and 9, 1860, respect-
to) ively, consideration \$500.00.
Charles Marquard,) Conveying: part of the N. W.
) frac. $\frac{1}{4}$ of Section 23-9-21 E.

Commencing at the S. W. corner of land on the East side of the Green Bay Road, formerly owned by John Thompson, running from thence South along the Green Bay Road 50 feet, thence East 200 feet a post, thence North 50 feet to a post, thence West 200 ft. to the place of beginning.

Recorded Aug. 10, 1860 at 9 $\frac{3}{4}$ A.M. in Vol. 10 of Deeds, page 388.

(This deed is shown for reference only.)

104. George Guettler,) Warranty Deed. Made and ackd.
and Louisa, his wife,)
to) Dec. 23, 1876. Cons. \$1000.00.
Ann Thien,) Conveying: Part of the S. $\frac{1}{2}$ of
) the N. W. frl $\frac{1}{4}$ of Sec. 23-9-21
) East, to-wit: Comc. 10 feet S.

of the S. W. corner of a certain lot of land formerly owned by one Charles Marquart, which said Marquart's lot 50 by 200 feet is situated S. of the division line, between the N. and S. $\frac{1}{2}$ of the aforesaid N. W. frac. $\frac{1}{4}$ and E. of the Green Bay Road, in the Village of Thiensville, from there S. along the Green Bay Road 57 feet, from thence East 100 feet, from there northerly parallel with the Green Bay Road 57 feet, and there from West 100 feet to the place of beginning. The conditions of said given by George Guettler and his wife is such, that the party of the 2nd part, Ann Thien, was to pay to Henry Machleith of the Town of Mequon, a certain mortgage given by Henry Thien and Ann Thien, his wife, to Wm. Goltermann on said above described property, and amounting up to \$600.00.

Recorded Dec. 30th, 1876 at 4 P. M. in Vol. 29 of Deeds, page 575.

(This deed is shown for reference only.)

105. Henry Hayssen, and) Warranty Deed. Made and ackd.
Ann, his wife,)
to) Sept. 4, 1852. Cons. \$400.00.
Emanuel Munck,) Conveying: Commencing 23 rods
) from the N. W. corner of J. H.
) Thien's Grist Mill and flouring

mill on the East side of the Green Bay Road and from thence 6 rods in a northerly direction along the said Green Bay Road and from thence 20 2/3 rods East and from thence 6 rods in a Southerly direction so as to form a line parallel with the W. line of -- lot as described above and from thence W. 20 2/3 rods the place of beginning, containing 124 square rods, hereby designed to be conveyed and being a part and parcel of the Northwest frl. 1/4 of Section 23-9-21 East.

Recorded September 6, 1852 at 2 P.M. in Vol. H of Deeds, page 446.

(This deed is shown for reference only.)

106. Emanuel Munk,) Warranty Deed. Made and ackd.
no wife named,)
) March 26, 1853. Cons. \$608.00.
to)
Ferdinand Weitze,) Conveying the same premises as
) described in last above deed.
) Recorded Mar. 28, 1853 at 12 M.
) in Vol. 1 of Deeds, page 189.

(This deed is shown for reference only.)

107. Ferdinand Weitze,) Warranty Deed. Made and ackd.
and Analia, his wife,)
) May 7, 1866. Cons. \$600.00.
to)
Henry H. Brown,) Conveying: the same premises
) as described in deed 2nd last
) above. Attached is a clerk's
) certificate of Cook County, Illinois.
) Recorded May 19, 1866 at 3 P.M. in
) Vol. 17 of Deeds, on page 597.

(This deed is shown for reference only.)

108. Henry H. Brown,) Warranty Deed. Made and ackd.
no wife named,)
) July 21, 1868. Cons. \$1700.00.
to)
) Conveying: the same premises as
F. A. F. Rosenthal,)
) described in deed 3rd last above.
) Recorded July 30, 1868 at 9 A.M.
) in Vol. 22 of Deeds, page 218.

(This deed is shown for reference only.)

109. Wilhelmina Brown,) Quit Claim Deed. Made and ackd.
) April 28, 1868. Cons. \$1.00.
to)
) Conveying: the same premises as
F. A. F. Rosenthal,)
) described in deed 4th last above.
) Recorded July 30, 1868 at 9 A.M.
) in Vol. 20 of Deeds, page 608.

(This deed is shown for reference only.)

110. Dr. Friedrich August) Will and Probate, Made Feb. 23,
Ferdinand Rosenthal,)
) 1883. Recites: I give devise
to)
) and bequeath to my wife, Louisa
Louise K. Rosenthal et al,)
) Karoline Rosenthal, my house and
) lot with the appurtenances (being
my present homestead) and being in the Northwest fractional quar-
ter of Section 23-9-21 East, said described premises adjoin a lot
of land, lying S. thereof, and now owned and occupied by Henry
Thiermann, etc.

Recorded June 7, at 3 $\frac{1}{2}$ P.M. in Vol. 2 of Misc. on page 2.

(These proceedings shown for reference only.)

111. Max Rosenthal and Emily, his wife, to Louisa Rosenthal,

) Quit Claim Deed. Made and ackd.
) November, 25, 1889. Cons. \$300.
) Conveying: One undivided $\frac{1}{4}$ of the
) following to-wit: 1 acre more or
) less commencing 23 rods from the
 N. W. corner of said Grist Mill formerly owned by H. Thien on the
 E. side of the Green Bay Road, thence 6 rods northerly along said
 road, thence $20 \frac{2}{3}$ rods East, thence 6 rods southerly, so as to
 form a line parallel with the W. line above described, thence W.
 $20 \frac{2}{3}$ rods to the place of beginning containing 124 sq. rods,
 being part of the Northwest $\frac{1}{4}$ of Section 23-9-21 East, excepting
 therefrom a small piece of land which was conveyed July 31, 1874
 by F. A. Fred. Rosenthal, and wife, to Henry Thiermann, by a cer-
 tain warranty deed which was recorded October 9, 1874, at 1 P. M.
 in Volume 28 of Deeds, on page 355, in the Register of Deeds of-
 fice of Ozaukee County.

Recorded Dec. 9, 1889 at 1 P.M. IN Volume 37 of Deeds, page 38.

(This deed is shown for reference only.)

112. Emma Rosenthal, to Louisa Rosenthal,

) Quit Claim Deed. Made and ackd.
) Nov. 20, 1889. Cons. \$300.00.
) Conveying an individed $\frac{1}{4}$ part or
) interest in the premises as des-
) cribed in last above deed.
) Recorded Dec. 9, 1889 at 1 P.M.
) in Vol. 37 of Deeds, on page 37.

(This deed is shown for reference only.)

113. Clara Von Baumbach,) Quit Claim Deed. Made and ackd.
to) Nov. 25th, 1889. Cons. \$300.00.
Louisa Rosenthal,) Conveying: an undivided $\frac{1}{4}$ part
) or interest in the premises as
) described in 2nd last above deed.
) Recorded Dec. 9, 1889 at 1 P.M.
) in Vol. 37 of Deeds, on page 36.

(This deed is shown for reference only.)

114. Johann Mahrt and) Warranty Deed. Made and ackd.
Margaretha, his wife,) Feb. 17th, 1855. Cons. \$245.00.
to) Conveying: Commencing at a cer-
William Zimmermann,) tain post or stake standing on
) the East side or line of the Green
Bay Road, 40 feet South or nearly South of the S. W. corner of a
certain lot of land owned by a certain Dr. Weize, on the E. side of
said Green Bay Road and in the S. $\frac{1}{2}$ of the N. W. fractional $\frac{1}{4}$ of
Section 23-9-21 East, running from thence to E. along the S. line
of said lot of land, owned by said Dr. Weize 150 feet, and from
thence S. 80 feet parallel with the E. side or line of the said
Green Bay road, and from thence W. 150 feet to the Green Bay Road
and from thence N. along the E. side of the Green Bay Road, to
the place of beginning.

Recorded Feb. 18, 1857 at 9 A. M. in Vol. 8 of Deeds, on page 225.

(This deed is shown for reference only.)

115. Henry Blasser and Anna Maria, his wife,) Warranty Deed. Made and ackd.
to) Dec. 11, 1863. Cons. \$500.00.
William Zimmermann,) Conveying: Commencing 170 feet
) South or nearly South on the E.
) side of the Green Bay Road from
the S. W. corner or a certain lot of land, formerly owned by Henry Hayssen, in the S. $\frac{1}{2}$ of the N. W. frl. $\frac{1}{4}$ of Sec. 23-9-21 East, running from there East 150 feet, from there nearly S. parallel with the Green Bay road 80 feet, from there due West 150 feet to the East side of the Green Bay road, and from there nearly North along the East side of the Green Bay road to the place of beginning and further 1 lot commencing at the S. W. corner of the above described lot, running from there South 13 degrees West parallel with the Green Bay Road 35 feet, thence East 80 feet thence North 13 degrees East 35 feet, thence West 80 feet to the place of beginning,

Recorded Jan. 30th, 1864 at 10 A.M. in Vol. 15 of Deeds, page 281.

(This deed is shown for reference only.)

116. Wm. Zimmermann and Elsie, his wife,) Warranty Deed. Made and ackd.
to) March 16, 1869. Cons. \$50.00.
Henry Thiermann,) Conveying: All that certain lot
) of land being part of the S. $\frac{1}{2}$
) of the N. W. fractional $\frac{1}{4}$ of
Section 23-9-21 East, and bounded as follows, to-wit: Beginning at the S. W. corner of Jacob Barby's lot on the E. side of the Green Bay Road, thence S. parallel with the said road, 10 feet, thence E. parallel to the S. line of said Jacob Carbys lot 150

feet, thence North 10 feet, thence West along the South line of said Jacob Carbys lot 150 feet to the place of beginning.

Recorded May 21, 1869 at 11 A. M. in Vol. 22 of Deeds, page 489.

(This deed is shown for reference only.)

117. Anna Maria Carbys,) Warranty Deed. Made Mar.16,1869.
William Carbys and)
Doris, his wife, and) Ackd. _____ 1869. Cons.\$550.
Elsie Zimmermann and)
William Zimmermann,) Conveying: All that certain lot
her husband,)
) of land being a part of the S. $\frac{1}{2}$
to)
) of the N. W. frl. $\frac{1}{4}$ of Sec. 23-9-
Henry Thiermann,) 21 E. and bounded as follows, to-
) wit: Beginning at the S. W. cor-
)
ner of Henry Hayssen's lot on the E. side of the Green Bay road,
thence S. parallel with the said road 40 feet, thence East par-
allel with the S. line of said Henry Hayssen's lot 150 feet, thence
North 40 feet, thence West along the said South line of Henry Hay-
ssen's lot 150 feet, to the place of beginning.

Recorded May 21, 1869 at 11 A.M. in Vol. 22 of Deeds, on page 490.

(This deed is shown for reference only.)

118. Emma Zimmermann,) Warranty Deed. Made and ackd.
Lilly Zimmermann, and)
Charles Zimmermann, and) October 6, 1884. Cons. \$3750.00.
William Zimmermann, and)
Emilie Zimmermann, his) Conveying: Part of the S. $\frac{1}{2}$ of
wife, and all the afore-)
said persons as the sale) the N. W. frl $\frac{1}{4}$ of Sec. 23-9-21
and lawful heirs of Eliz-)
abeth Zimmermann, lately) East, to-wit: Commencing at the
deceased,)
) S. W. corner of a certain lot of
to)
) land now owned by Henry Thier-
Henry Thiermann,)
) mann, and situated in the Village
)
) of Thiemsville in the S. $\frac{1}{2}$ of the

N. W. frl $\frac{1}{4}$ of Sec. Town and Range aforesaid, running thence 200 feet, in a southerly direction along the E. boundary line of the Green Bay road, thence due East 150 feet, thence 200 feet in an Northerly direction parallel with the Green Bay Road and from there 150 feet in a westerly direction along the boundary line of the aforesaid H. Thiermann's lot to the place of beginning; and further one lot of land comc. at the S. W. corner of the aforescribed Zimmermann's lot, running from there S. 13 degrees West parallel with the Green Bay Road, 35 feet, thence East 80 feet, thence N. 13 degrees East 35 feet thence W. 80 feet to the place of beginning, and other real estate.

Recorded Oct. 9, 1884 at 5 P.M. in Vol. 34 of Deeds, on page 600.

(This deed is shown for reference only.)

119. William Carbys, as the)	Quit Claim Deed. Made and ackd.
executor of the last will)	
and testament of Elizabeth)	October 6, 1884. Cons. \$1.00.
Zimmermann, deceased,)	
to)	Conveying: the same premises as
Henry Thiermann,)	described in last above deed,
)	and other real estate,
)	Recorded Oct. 9, 1884 at 5 P.M.
)	in Vol. 30 of Deeds, on page 474.

(This deed is shown for reference only.)

120. Emma Zimmermann,) Quit Claim Deed. Made and ackd.
 Lilly Zimmermann, and) Oct. 6, 1884. Cons. \$1.00.
 Charles Zimmermann,)
 William Zimmermann, and) Conveying: A part of the S. $\frac{1}{2}$ of
 Emilie Zimmermann, his) the N. W. frl $\frac{1}{4}$ of Section 23-9-
 wife, all as sole and) 21 East, to-wit: Commencing at
 lawful heirs of Eliz-) the S. W. corner of a certain lot
 abeth Zimmermann, deceased,) of land, 200 feet by 150 feet,
 to) square, situated in the Village
 Henry Thiermann,) of Theinsville and conveyed this date by first parties to said
 2nd party, running from there S 13 degrees West parallel with the
 Green Bay Road 35 feet, thence East 85 feet, thence North 13 de-
 grees 35 feet, thence West 80 feet to the place of beginning.
 Recorded Oct. 9, 1884 at 9 A. M. in Vol. 30 of Deeds, on page 475.
(This deed is shown for reference only.)

121. Lorenz Seiberlich and) Warranty Deed. Made May 19, 1857.
 Monika, his wife,)
 to) Ackd. March 18th, 1862. Cons.
 Henry Thiermann,) \$109.50. Conveying: Commencing
) at a certain point in the east
) side of the Green Bay Road which
) said point is 7.30 $\frac{1}{2}$ chains from
 East from the S. W. corner of the N. $\frac{1}{2}$ of the N. W. frl $\frac{1}{4}$ of Sec .
 23-9-21 East, running from there in a northerly direction along the
 Green Bay Road 109 $\frac{1}{2}$ feet, from there East 200 feet, from there in
 a Southerly direction parallel with the Green Bay Road 109 $\frac{1}{2}$ feet
 to the South line of the aforesaid N. $\frac{1}{2}$ of the N. W. frl. $\frac{1}{4}$ and
 from there West following said line 200 feet to the place of beg-

inning.

Recorded May 26th, at 11 A. M. in Volume 12 of Deeds, page 242.

(This deed is shown for reference only.)

122. Lorenz Seiberlich,) Warranty Deed. Made and ackd.
and Monika, his wife,)
to) Oct. 20, 1856. Cons. \$100.00.
Peter Knop,) Conveying: Commencing at the S.
E. corner of a certain lot of
land sold under contract by the
said first parties to a certain Henry Thiermann, which said lot
is a part of the N. $\frac{1}{2}$ of the N. W. fractional $\frac{1}{4}$ of Sec. 23-9-21
East, running from thence North 335 feet from thence East 130 ft.,
thence S. 335 feet, to the South line of the aforesaid N. $\frac{1}{2}$ of
the N. W. frl. $\frac{1}{4}$ and from there W. following said line 130 feet
feet to the place of beginning, supposed to contain one acre,
reserving a public road on the N. front of the said lot of 8
feet wide.

Recorded Jan. 26, 1857 at 1 P.M. in Vol. 8 of Deeds, on page 199.

(This deed is shown for reference only.)

123. Peter Knop and) Warranty Deed. Made and ackd.
Gertrand, his wife,)
to) August 1, 1864. Cons. \$320.00.
John Thiermann,) Conveying: the same premises
as described in last above deed.
Recorded Aug. 11, 1864 at 9 A.M.
in Vol. 15 of Deeds, page 526.

(This deed is shown for reference only.)

124. Robert Pomplitz,
William F. Pomplitz,
and Anna Pomplitz, his
wife, Mrs. Antonia
Jesse, (nee Pomplitz,
and Frederich Jesse),
her husband, Mrs.
Lina Frank, (nee
Pomplitz) and Conrad
Frank, her husband,
Mrs. Emma Evans, (nee
Pomplitz) and John Evans,
her husband, Mrs. Clara
Long, (nee Pomplitz) and
Nicholas Long, her hus-
band, and Herman Pomplitz,
and Emma Pomplitz, his
wife,

to

James M. Crawford,

Warranty Deed. Made and ackd.
Feb. 2, 1900, Cons. \$1525.00.
Conveying: The N. $\frac{1}{2}$ of the N.W.
frac. $\frac{1}{4}$ of Sec. 23-9-21 East,
to-wit: Commencing at the S. E.
corner of a certain 1 acre lot
formerly owned by Peter Knop
and now owned by the heir of
John Thiermann, deceased, run-
ning from in a northerly dir-
ection parallel with the Green
Bay Road, 5.09 chains, thence
East 6.06 chains, thence South
parallel with the Green Bay Road
5.09 chains to the S. line of
the aforesaid N. $\frac{1}{2}$ of the N. W. frac. $\frac{1}{4}$ from there W. following
said line 6.06 chains to the place of beginning, subject to a
reservation from a road on the North line fo said lot. The lot
of land hereby conveyed to containg 3 acres.

Recorded March 14, 1900 at 8 A. M. in Vol. 45 of Deeds, page 198.

(This deed is shown for reference only.)

125. P. J. Kroehnke,
a widower, unmarried,

to

Joint School District
Number Three,

Warranty Deed. Made and ackd.
August 27, 1912. Cons. \$1500.00.
Conveying: A piece or parcel of
land lying in the S. W. $\frac{1}{4}$ of
the North west of Section 23-
9-21 East. and commencing at a
point in the North line of the

of the South west quarter of the North west quarter of Section 23, said part being 333 feet east on the East line of the Green Bay Road, so-called, said point of beginning being also the N. E. corner of the Thiensville School property running thence E. 361.2 feet to a point thence South 2 degrees 54 minutes East 131.7 feet to a point, thence West 390.5 feet to a point, thence North 9 degrees 46 minutes East 133.4 feet to the place of beginning, containing 1.13 acres and being understood and agreed that the South 162 feet of the above described property is to be used to form a part of a public street or alley.

Recorded Aug. 28, 1912 at 8 A.M. in Vol. 53 of Deeds, on page 333.

)This deed is shown for reference only.)

126. P. J. Kroehnke,) Warranty Deed. Made and ackd.
a widower, unmarried,)
to) Sept. 12, 1912. Cons. \$1.00.
Oswald R. Liebscher,) Conveying: A piece or parcel
) of land lying in the S. W. $\frac{1}{4}$
) of the N. W. $\frac{1}{4}$ of Sec. 23-9-21

East, and commencing at a point said point being 446 feet East and 135.5 feet South of the point where the North line of the South west $\frac{1}{4}$ of the North west $\frac{1}{4}$ of said Section 23 intersects the easterly line of the Green Bay Road, so-called, running thence South 295.6 feet to a point thence North 82 degrees 35 minutes East 270.5 feet to a point, thence North 2 degrees 54 minutes West 261 feet to a point thence West 255 feet to the place of beginning, containing 1.68 acres, it being understood and agreed that the North 16 $\frac{1}{2}$ feet of said described property be used and form a part of the public street or alley.

Recorded Sept. 14, 1912 at 8 A. M. in Vol. 58 of Deeds, page 377

(This deed is shown for reference only.)

127. P. J. Kroehnke,) Warranty Deed. Made and ackd.
a widower, unmarried,)
to) July 17, 1912. Cons. \$1.00.
O. R. Liebscher and) Conveying: All that part of the
Julius W. Schaefer,) Northwest quarter of Sec. 23-9-
) 21 East, commencing, known as the

Grist Mill property and described and bounded as follows, to-wit:
Commencing at a point on the East line of the Green Bay Road in
the Southwest corner of a certain lot or parcel of land formerly
owned by Elizabeth Zimmermann, and conveyed by her heirs to Hen-
ry Thiermann, by a Quit Claim Deed, and recorded in Volume 30
of Deeds, on page 475 in the office of the Register of the Deed
of Ozaukee County; thence East 7.20 rods along the South line of
said land of Henry Thiermann to a point 80/100 rods North of the
Mill Race; thence North 2 rods; thence East 4.50 rods; thence N.
8 degrees East 12 feet to a point; thence Northeasterly in a
straight line to the North east corner of the tract of land des-
cribed in and conveyed by a deed of Frank Delles as sheriff of
Ozaukee County, to Anna Thien and Frederick, Village School House
one certain private property now belonging to the party of the
first part to a certain embankment; thence in a southerly dir-
ection along the top of this embankment to the mill dam.

Reserving to said party of the first part for him-
self, his heirs and assigns a right of way from the Green Bay
Road, between the Theinsville State Bank and the Grist Mill in
a Northerly direction along the North side of the canal into
the private property of the said party of the first party and
commonly known as "The Orchard."

Excepting from the above premises a piece or parcel of land previously sold to the Thiensville State Bank and described as follows, to-wit: Commencing in the Southwest corner of a certain lot or parcel of land formerly owned by Elizabeth Zimmermann, and conveyed by her heirs to Henry Thiermann by a Quit Claim Deed, recorded in Volume 30 of Deeds, on page 475 in the office of the Register of Deeds of Ozaukee County, running thence Easterly 48 feet along the south line of said lot; thence South 34 feet; thence West to the East line of the Green Bay Road; thence in a Northerly direction along the East line of the said Green Bay Road to the place of beginning.

Recorded July 20, 1912 at 8 A. M. in Vol. 57 of Deeds, on page 159.

(This deed is shown for reference only.)

128. P. J. Kroehnke,) Warranty Deed. Made and ackd.
a widower, unmarried,)
to) Feb. 4, 1913. Cons. \$1.00.
Otto Publitz,) Conveying: commencing at a pt.
) which point is the South west
) corner of a lot now owned by

Otto Publitz and running from thence along the East line of the Milwaukee and Cedarburg, Plank Road, South eight and one half degrees W. 50 feet to an Iron stake, thence South 74½ degrees, East 128 feet to an iron stake, on the west bank of the Milwaukee River; thence along G. Memmler dated the 20th day of May 1879 and recorded in the office of the Register of Deeds of Ozaukee County, on the 5th day of June, 1879 in Volume 27 of Deeds, on page 450-451-452. Thence South 12 rods to the North Bank of the Milwaukee River; thence Westerly along the North bank of said River to the Southeast corner of the house lot of Peter

J. Kroehnke formerly owned by Henry Thien; thence North 31 degrees 31 minutes West 2.72 rods to the East line of the Green Bay Road, in the Northeast corner of said House lot and thence North 14 degrees East along the East line of said lot 9.26 rods to the place of beginning, together with $\frac{1}{2}$ of said River and $\frac{1}{2}$ of the said road adjacent to said premises and all buildings, mill, mill dams and water privilege thereunto belonging, partly franchise privilege and hereditament of retaining and conveyeing and maintaining the mill dam now erected and built upon said premises, and all of lot 5 of said section number 23 aforesaid, or erecting a new dam at any point of said premises and said lot number 5 aforesaid or of entering at any and all times upon said dam, or of having and using sufficient room on altering said dam or of having and using sufficient room on said lot number 5 for carrying on the necessary work and placing materials for building in case of repairing or building of such dam or of cutting timber on said lot number 5 and digging gravel on said lot number 5 if necessary for the repairing or building of such dam and any and all other privileges, easements, and appurtenances in any way to said premises and said mill and dam belonging, including all rights, under legislative acts and reserved in the deed of John H. Thien to John Kirch recorded August 28, 1847 in Volume C of Deeds, on page 281 in the Register of Deeds office of Ozaukee County and those otherwise owned by said party of the first party in connection therewith.

Also a right of way to the aforesaid mill dam leading from the Green Bay Road in an easterly direction past the south side of the said river north $25\frac{1}{2}$ degrees East 82 $\frac{1}{2}$ feet thence N. 65 degrees West 65 feet, thence South 20 degrees West; 35 feet; thence North 80 degrees West 82 feet to the place of beginning,

and being a part of the North west fractional quarter of Sec. 23-9-21 East, and also a strip of land of said described lot lying in Section 22-9-21 East.

Recorded May 5, 1913 at 4 P.M. in Vol. 58 of Deeds, on page 488.

(This deed is shown for reference only.)

129. A certified copy of the articles of incorporation for the Village of Thiensville are recorded in Volume 4 of Miscellaneous, on page 599 of the Register of Deeds office of Ozaukee County, Wisconsin.

130. P.J. Kroehnke,
widower and unmarried,

to

Fred G. Wiesler,
and Conrad G. Wiesler,
as tenants in common,

) Warranty Deed. Made and ackd.
) April 21, 1913. Cons. \$1.00.
) Conveying: Commencing at the
) South east corner of the North
) east quarter of Section 23-9-21
) East and running from there W.

one chains to the East line of the Cedarburg Milwaukee Plank Road, thence along the said East line North $8\frac{1}{2}$ degrees East 3.97 chains to an iron stake, thence South $74\frac{1}{2}$ degrees East 1.96 chains to an iron stake on the West bank of the Milwaukee River, thence along the West bank of said river South 24 degrees West to the place of beginning, containing 31/100 acres of land and being a part of the Northeast quarter of Section 22 and the Northwest frl. quarter of section 29-9-21 East, among other lands,

Recorded May 9, 1913 at 11:45 A. M. in Volume 58 of Deeds, on page 566.

(This deed is shown for reference only.)

131. Adalia L. Kroehnke,) Warranty Deed. Made and ackd.
unmarried, Jessie P.)
Everts, and L. S. Everts,) March 10, 1915. Cons. \$1.00.
her husband,)
to) Conveying:; A piece of land ly-
Adolph Clausing and) ing in the South half of the
Eliza Clausing,) Northwest fractional quarter of
) Section 23-9-21 East, in Ozaukee

County, Wisconsin bounded and described as follows: Beginning at a point in the west line of the said South half of the said Northwest fractional quarter of said section 23 the said point being 539.88 feet North of the Southwest corner of said Northwest fractional quarter of said section 23, thence North 66 degrees 30' East along the center line of Green Bay Road 69.96 feet to the East bank of Pigeon Creek; thence south 20 degrees 30' East 33.00 feet to the south line of said road, which point being the place of beginning, of said piece of land running thence South 20 degrees 30' East along the East bank of said Pigeon Creek 135.30 feet to the North bank of the Milwaukee River, thence Northeasterly along the North bank of said Milwaukee River 270.25 feet, thence North 31 degrees 30' West 44.88 feet to a point in the South line of said road, thence south 66 degrees 45' West along the south line of said road 237.50 feet to the place of beginning, containing 0.45 acres of land more or less.

Recorded Mar. 23, 1915 at 10:30 A. M. in Vol. 61 of Deeds, page 386.

(This deed is shown for reference only.)

Ozaukee County, Wisconsin, bounded and described as follows:
 Commencing at the Northeast corner of the South half of the
 said Northwest fractional quarter of Section 23, running thence
 West along the North line of the said South half of the North
 west frl. quarter of Sec. 23, 1481 feet to the West line of a
 lane, thence South 2 degrees 54' East along the West line of
 said lane 392.50 feet, thence North 84 degrees and 11 ' East
 99.75 feet to a point,

The said point being the beginning of the description
 of the piece of land herein conveyed, running thence South 198
 feet, thence North 84 degrees 11' East 13.09 feet thence North
 198 feet, thence South 84 degrees and 11' West 13.09 feet to the
 place of beginning. The said piece of land being that land which
 was deeded under error by Adalia L. Kroehnke, unmarried and Jessie
 P. Everts and L. S. Everts, her husband to Herman Poeltzig by a
 certain warranty deed dated March 10, 1915 and recorded in the
 office of the Register of Deeds of Ozaukee County, and State of
 Wisconsin on the 30th day of September A. D. 1915 at 3:30 P.M.
 in Volume 61 of Deeds, on page 505 and these presents have been
 executed to correct said error.

Recorded August 6, 1917 at 10 P. M. in Vol. 53 of Deeds, page 310.

134. Max Poeltzig, son	)	Warranty Deed. Made and ackd.
of Herman Poeltzig,	)	Sept. 15, 1924. Cons. \$1.00.
deceased, and Edith	)	Conveying: a piece of land ly-
Poeltzig, his wife,	)	ing in the South half of the
to	)	Northwest fractional quarter of
The Thiensville	)	Section 23-9-21 East, in Ozaukee
Athletic Association,)	

County, Wisconsin, bounded and described as follows: Beginning at the Northeast corner of the South half of the said North west fractional quarter of said section 23 running thence West along the North line of the said South half of the Northwest fractional quarter of said section 23, 1337.4 feet to a point thence South 2 degrees East 376.46 feet to a point, thence South 7 degrees, East 198 feet to the North bank of the Milwaukee River, thence East along the North bank of the said Milwaukee River to the East line of the said Northwest fractional quarter of said sec. 23, thence North on the East line of the said Northwest fractional quarter of said section 23, 450.78 feet to the place of beginning, containing 14.06 acres more or less.

Reserving however, to the parties of the first part, the privilege of using the present lane as now there located leading to the North bank of the Milwaukee River, as long as they remain in possession and are owners of all property adjoining the west line of the property hereby conveyed, and, a right of way is hereby granted to the parties of the second part, its successors and assigns, which right of way is to be equal in width and continue in exactly the same direction as the public highway now there located, continuing across the property belonging to the parties of the first part and giving access to the land hereby conveyed. \$5.00 Rev. S.

Recorded Oct. 1, 1924 at 2 P.M. in Vol. 69 of Meeds, page 326.

135. A Verified Copy of the Articles of Incorporation, of The
Thiensville Athletic Association is recorded September 29, 1924
at 1:30 P.M. in Volume 3 of Incorporations, on pages 438-439-
440-441-442 and 443.

136. A certified copy of the Last Will and Testament and Certificate of Probate in the Matter of the Will of Herman Poeltzig, deceased is recorded in the office of the Register of Deeds of Ozaukee County, December 23, 1924 at _____ o'clock in Volume _____ of _____, on page _____.

137. Ozaukee County Court, In Probate

In the Matter of the Estate of

Herman Poeltzig, deceased

Final Decree

State of Wisconsin,)
) ss.
County of Ozaukee,)

I, Julia M. Martin, Register in Probate, in and for said county, do hereby certify that the copy hereunto annexed has been compared by me with the original Final Decree in the matter of the estate of Herman Poeltzig, deceased, now on file and of record in my office and required by law to be in my custody, and that said copy is a true copy thereof, and of the filing thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County Court of said County, at Port Washington, this 23rd day of December, A.D. 1924.

Julia M. Martin,
Register in Probate in and for
Ozaukee County, Wis.

OZAUKEE COUNTY:

COUNTY COURT:

IN PROBATE:

At a regular term of said Court held at the Court House in the City of Port Washington, Commencing on the 1st Tuesday of November, 1924 and on the 23rd day of December 1924 in said term. Present the Hon. J. E. Uselding, County Judge.

In the Matter of the Estate of Herman Poeltzig, deceased.

Pursuant to the order of this court, made in said matter on the 24th day of September, 1924 the application of Max Poeltzig, executor of the estate of said deceased for a final settlement of the estate of said deceased, according to law, came on this day to be heard.

Said executor appeared in person and by William F. Schanan, his attorney and no one appeared to oppose.

And it satisfactorily appearing to this Court:

That due notice of the time and place of hearing said application has been given as required by law and the former order of the Court:

That the expenses of the last sickness, the funeral charges and the expenses of administration have been paid;

That said executor has fully administered said estate;

And it further appearing that there remains in the hands of said executor for distribution personal property which consists of cash in the amount of \$7000.00.

And it further appearing that said deceased died seized of the following described real estate, to-wit: A piece of land lying in the South half of the Northwest fractional quarter of Section 23-9-21 East, in Ozaukee County, Wisconsin, bounded and described as follows:

Beginning at the North east corner of the south half of the said North west fractional quarter of said Section 23; running thence west along the North line of the said south one half of the North west fractional quarter of said Section 23, 1481.00 feet to the west line of a lane; thence south 2 degrees 54' East, along the west line of the said lane 392.50 feet; thence North 82 degrees 35' East 99.75 feet; thence south 198.00 feet to the North bank of the Milwaukee River; thence East along the North bank of the said Milwaukee River to the East line of the said Northwest fractional quarter of said Section 23; thence North on the East line of the said Northwest fractional quarter of said Section 23; 450.78 feet to the place of beginning, containing 15.33 acres of land, more or less, also

Lot No. 3 in Block No. 1 D. Wittenberg's Addition to the City of Cedarburg, Ozaukee County, Wisconsin together with all

improvements thereon.

And it appearing that said deceased left him surviving the following children, to-wit: Max Poeltzig, Alma Stremlow and Lilly Kemp.

NOW THEREFORE, by virtue of the power in this Court vested and pursuant to the order of the Court and by the terms of the will.

It is Ordered, Adjudged and Decreed, that the personal property be distributed as follows:

To Lilly Kemp the sum of \$3000.00. To Alma Stremlow the sum of \$4000.00.

That the real estate before described be and the same is assigned and transferred to Max Poeltzig, subject to any prior conveyances made heretofore.

AND IT IS FURTHER ORDERED, That upon the payment and distribution of the personal property hereinbefore assigned, by said Max Poeltzig to and among the several parties thereto entitled, and upon filing with or exhibiting to the Court receipts for such payment and distribution said estate be and the same hereby is declared to be finally settled, said executor released and discharged from all further liability, upon said estate, and his bond as such executor herein cancelled.

By The Court,

J. E. Uselding,

County Judge.

Recorded December 23, 1924 at ___ o'clock in Volume ___ of
_____, on page _____.

that after hearing the proof thereon said will was duly admitted to probate. Copy of said will is as follows, to-wit:

"I, Peter Jacob Kroehnke, a widower, of Thiensville, Wisconsin, being of sound mind and memory, and mindful of the uncertainties of human life, do hereby make, publish and declare this my last Will and Testament, and I also hereby revoke all former or other wills, bequests and devices by me made, in manner following:

1. It is my will, that all of my just debts, funeral expenses, and all proper charges for the administration of my estate and property, be first paid by me executrixes hereinafter named, out of my personal property, if sufficient; otherwise, out of any of my estate and property of which I may die seized or possessed, or be then entitled to.

2. And it is further my will, that, as soon after my death as possible, my home and homestead premises, in Thiensville, Wisconsin, (consisting of a dwelling house, and the land or grounds on which the same stands, and all of the other land or grounds contiguous or adjacent thereto, or used in connection therewith, including all of the household furniture and furnishings, the kitchen outfit, and everything else in and about said dwelling house, or used in connection therewith), be separated and set apart, from any other real estate and property, of which I may die seized or possessed in Thiensville, Wisconsin, aforesaid, by my executrixes hereinbefore referred to, with the aid of the court having charge of the administration of my estate and property, and the exclusive occupancy and use thereof, I hereby give and grant unto my two daughters, now unmarried, to-wit: Lillie Louise Kroehnke and Adalia Lautentine Kroehnke, for and during the lifetime of them and each of them; and, provided further, that in case my daughter, now married, to-wit: Jessie Pamela Everts, nee Kroehnke, shall have died before one or both of my said unmarried daughters shall have died, then and in that case, all and singular her title, right, claim, or interest in and to the said home and homestead premises, hereinafter given, devised and bequeathed to her, shall be absolutely forfeited and out off, and the same shall then become the sole estate and property of my aforesaid surviving unmarried daughters or daughter, and the same is hereby so given, devised and bequeathed to them, or the survivor of them, accordingly.

3. And all the rest, residue, and remainder of my said estate and property, of whatever name, kind or description, and wherever situated, (including the real estate and property referred to in paragraph 2 hereof, except as the same is therein otherwise given and granted, or disposed of), I give, devise, and bequeath unto my only beloved children, Lillie Louise Kroehnke, Jessie Pamela Everts, and Adalia Lautentine Kroehnke, to be equally divided between them, share and share alike; provided, however, in case any of my said children shall have died before I die, leaving no issue surviving, then and in that case, the survivors or survivor of my said children shall have and take the share which such

deceased child or children of mine would have taken hereunder, if living; and, provided, further, in case any of my said children shall have died before I die, leaving issue surviving, then and in that case, the child or children of such deceased child or children of mine shall have and take, by right of representation, the share which his, her or their mother would have taken hereunder, if living.

4. I have made no specific provision herein for my now living grand-children, children of my said married daughter, Jessie Pamela Everts, for the reason that they are still of tender years, and incapable of holding or caring for any estate or property and, at the same time, believing that their parents will bring them up, care for, and educate them properly, without any aid from me.

5. And, lastly, I do hereby constitute and appoint my said daughters, Lillie Louise Kroehnke, Jessie Pamela Everts, and Adalia Laurentine Kroehnke, executrices of this my last will and testament, if this meet with the approval of the court aforesaid; and I do hereby authorize and empower them, or the survivors or survivors of them, to compromise and settle any claim of demand, in favor of, or against me, or my said estate and property, at the time of my death, and to receive and make payments, on account thereof, as soon after my death as possible; and, for the purpose of enabling my said executrices, or the survivors or survivor of them, to make such compromises, settlements and payments, they, or the survivors or survivor of them are hereby further authorized and empowered to dispose of any of my estate and property, except the estate and property mentioned and referred to in paragraph 2 hereof and convert the same into cash, at will, with the consent or approval of the court aforesaid, first being obtained therefor, and that my said executrices, or the survivors or survivor of them also be relieved from giving any bond or undertaking, for the faithful discharge of their duties, as such, in the administration of my said estate and property, if it meet with the approval of the court aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Thiensville, Wisconsin, this 15th day of April, 1913.

Duly Witnessed.

Peter J. Kroehnke, (seal)

Proof of Will) Made and filed Jan.1,1914,
Not Contested,) at a regular term of the
) County Court held on the
) first Tuesday of January,
) 1914 and on the 24th day of
January 1914, John C. Kleist duly testified that he knew Peter J. Kroehnke in his lifetime and that instrument now shown was signed the 15th day of April 1913 by said deceased. In the presence of witness and one Oswald R. Liebscher and that said deceased was over the age of twenty one years and of sound mind.

Decree Allowing Will) Made and filed Jan. 24, 1914,
) reciting that at a regular term
) of the County Court held on the
) first Tuesday of January 1914
) and on the 24th day of January
1914 reciting and finding facts in accordance with the petition
as to the death and residence of said deceased and as to the
attestation of said will and allowing and granting will of said
deceased.

Order for no Bond) Made and filed Jan. 1, 1914,
) reciting that at a regular
) term of the County Court held
) on the first Tuesday of Jan.
) and on the 24th day of January
1914 and ordering that in accordance with the will of said de-
ceased said Adalia L. Kroehnke and Jessie P. Everts executrixes
be not required to give any bond or undertaking for the discharge
of their duties.

Oath of executrixes) Made and filed Feb. 23, 1914,
) wherein Adalia L. Kroehnke and
) Jessie P. Everts, each being
) duly sworn says that they will
) perform their duties to the
) best of their ability.

Affidavit of John) Made and filed Jan. 24, 1914,
C. Kleist,) reciting that Lillie Louise
) Kroehnke is one of the children
) of said deceased, and that she
) died previous to the time of the
) death of said deceased.

Letters Testamentary) Made and filed Jan. 24, 1914,
) granting an administration of
) the will of said deceased to
) Adalia Lautentine kroehnke and
) Jessie P. Everts.

Order for Adjustments) Made and filed Jan. 24, 1914,
of Claims, and notice) reciting that the claims against
to Creditors,) said deceased be heard at a re-
) gular term of the County Court
) held on the first Tuesday of
September, 1914 and that notice of the time and place thereof
be given by publication for four weeks successively in the Port
Washington Star, a weekly newspaper published in the City of
Port Washington, and the first publication to be within ten days
from the date hereof.

Notice to Creditors:) Made and filed Jan. 24, 1914,
) reciting facts in accordance
) with the above order.

Affidavit of Publication) Made and filed Feb. 23, 1914,
) wherein John Feustel recites
) that he is the printer of the
) Port Washington Star and that
) the foregoing notice was pub-
) lished four weeks successively in said paper and the first
) publication was on the 31 day of January 1914 and the last
) on the 21 day of February 1914. Duly sworn and subscribed to
) and printed copy of said notice annexed thereto.

Order for Appointment) Made and filed Sept. 4, 1914,
of Appraisers) ordering that Conrad G. Wiesler
) and Oswald K. Liehscher be ap-
) pointed appraisers of said
) estate.

Warrant and Oath) Made and filed Sept. 4, 1914,
of Appraisers,) duly sworn to by said appraisers
) on September 9, 1914.

Inventory of Deceased) in Volume of \$40,363.18 and
Showing Personal Property) real estate appraised at
) \$30,500.00 and located in the
) second ward in the City of Mil-
) waukee, subject to a mortgage
) for \$10,000.00; that real estate located in the South one half
) of the North West frl quarter of Section 23-9-21 called the
) field, appraised at \$3000.00; that located in the above section
) and termed the garden and orchard appraised at \$2000.00; that
) located in the above section and termed the home appraised at
) \$5000.00; that other personal property at \$525.00, consisting
) of clothes and personal effects. A detailed inventory is on file
) in said Estate.

Claim of Thiensville) in the sum of \$400.00 and in-
State Bank) terest from November 9, 1913
) to date at 6% and filed October
) 1914, reciting that deceased
) was grantor on a note signed
) by one O'Lerry Jr. and John
) O'Lerry.

In the matter of the) Petition made and filed Setp.
Claim of Thiensville) 4, 1914, praying that the
State Bank,) time for filing claims against
) estate of said deceased be
) extended for two months.

Order) Made and filed Sept. 4, 1914,
) reciting that pursuant to the
) foregoing order said application
) be heard in the County Court,
) Court office in the Court House
on the 6th day of October, 1914 at 10 A. M. and that a copy of
this order be served upon the attorneys for the executrixes at
least twenty days before the date of hearing. Due proof of ser-
vice a copy of said order is made September 5th, 1914, and filed
same day.

Order for hearing the Facts) Reciting that at a regular term
of the Claim Against Estate) of the County Court held on the
) 6th day of October and upon the
) petition foregoing and each be-
) ing represented by their attor-
neys it was ordered that the time for presenting claims be ex-
tended to the 6th day of October, 1914 and that the claims against
the said estate be heard by the court on the third Tuesday, being
the 17th day of November, 1914 at 10 A. M. and that the executrix-
es be allowed 10 days before said day to filing objections to any
claim.

Judgment) Made and filed Jan. 7, 1915,
) reciting that the claim of the
) Thiensville State Bank be al-
) lowed in the sum of \$400 with
) interest thereon at 6% from
) November 9th, 1913.

Claim of T. A. Chapmann Co.) Made and filed Feb. 6, 1914,
) in the sum of \$46.03 allowed
) in full.

Claim of John H. Heidel) Made and filed July 17, 1914,
) in the sum of \$21.60 was al-
) lowed in full.

Claim of C. W. McNally) Made and filed Jan. 27, 1914,
Co. for \$157.84) by Alexander and Burke attys.

Receipts and letters and checks filed as testimony.

Objection to the Claim of
C. W. McNally Company

) Filed October 10, 1914,
) wherein the executrixes by
) their attorneys objected to
) the claim of said McNally
) and Company.

Order for hearing
Objection

) Made and filed Nov. 17, 1914,
) ordering that the same be heard
) on the first Tuesday of Dec.
) 1914 and that notice of such
) hearing be given to the attorn-
) eys for the claimant at least
) 10 days before the date of such
) hearing.

Order for Hearing

) Made and filed Dec. 2, 1914,
) reciting that at the said mat-
) ter be heard at a special term
) of the County Court held on the
) 15th day of Dec. 1914 at 10 A.
) M. and that ten days notice
) prior thereto be given to the
) attorney for the claimant.

Testimony transcribed by shorthand reporter filed in the above
entitled matter on December 15th, 1914.

Claimant's Brief

) Made and filed Dec. 22, 1914.

Claimant's reply brief

) Among said papers but not filed.

Brief of the Executrixes

) Along said papers but not filed.

Findings of the Court

) Made and filed Jan. 4, 1915,
) disallowing the claim of the C.
) W. McNally Company in full.

Judgment

) Disallowing claim made and filed
) Jan. 1, 1915 and in accordance
) with the findings of record.

Affidavit for costs
and Attorneys fees,

) Made and filed Jan. 7, 1915 due
) service of Alexander and Burke
) admitted thereon Jan. 6, 1914
) reciting a cost bill in the
) sum of \$13.50.

Admission of Service of Judgment disallowing claim	) )	Made and filed Jan. 8, 1915.
Judgment on Claims	) ) ) ) )	Made and filed Jan. 7, 1915, reciting that the claim of T. A. Chapmann and Company, amounting to \$46.03 is al- lowed in full; the claim of John H. Heidel amounting to \$21.60 is allowed in full; claim of Thiensville State Bank for \$400.00 and interest since Nov. 9, 1913 at 6% is allowed in full; claim of C. W. McNally Col amounting to \$157.84 shall be disallowed in full.
Notice of Appeal	) ) ) ) ) )	Made and filed March 5, 1915, by Alexander and Burke attys, for C. W. McNally Company appeal from the order of the County Court disallowing the claim of said claimant.
Undertaking of Appeal	) )	Made and filed Feb. 26, 1915 and approved same date.
Order of Appeal	) ) ) ) ) ) ) ) )	Made and filed Mar. 5, 1915 with due admission of service thereon by attorneys for the executrixes made on March 3, 1915 ordering that notice of the appeal be given to the attorneys for the executrixes within ten days of the date of this order.

No further proceedings on filed.

STATE OF WISCONSIN:

COUNTY COURT:

OZAUKEE COUNTY:

In the Matter of the Last Will
and Testament of Peter J. Kroehnke,
Deceased.

Continuation of
Proceedings.

Receipts	)	Filed March 13, 1915.
	)	Receipt of John H. Heidel,
	)	in the amount of \$21.60.
	)	Receipt of T. A. Chapman,
	)	in the amount of \$46.03.
	)	Receipt of Thiensville State
	)	Bank, in the amount of \$429.00.
Petition and Final Account	)	Filed July 22, 1915.
Admission of Service and Waiver of Notice of Hearing to Determine Inheritance Tax by Wisconsin Tax Commission,	)	Filed July 22, 1915.
Proof of Heirship	)	Filed July 22, 1915.
Release of C. W. McNalley Co. Claimant	)	Filed July 22, 1915.
Notice of Final Settlement and Determination of In- heritance Tax,	)	Filed July 22, 1915.
	)	Service of a copy of the within
	)	notice admitted July 26, 1915,
	)	signed by Jos. W. Collins,
	)	Public Administrator.
Waiver of Notice for Hearing Determining Inheritance Tax by Executrixes, heirs at law, legatees, and devisees,	)	Filed August 3, 1915.

Affidavit of Mailing)
Amended Order Determining)
Inheritance Tax of Aug.)
19th, 1915.)

Filed September 3, 1915.

Order for Hearing)
Application for Final)
Settlement of Estate)
of said Deceased, on)
Waiver of Notice,)

Filed September 3, 1915.
IT IS ORDERED, That said ap-
plication be forthwith heard
before this Court at this
Special term held at the Court
House in the City of Port Wash-
ington, beginning on the first
Tuesday of August, 1915.

Receipts of Heirs and)
Legatees as to Personal)
Property,)

Filed September 13, 1915.
Receipts of Adalia L. Fisher,
nee Kroehnke, and Jessie P.
Everts, nee Kroehnke, that
each received one half of
the remaining property of
Peter J. Kroehnke, being the
only surviving heirs of said
deceased.

Final Decree)

Filed September 3, 1915.
Pursuant to the Order of the
Court, made in said matter
and estate, on August 3rd,
1915, the application of

Adalia Laurentine Kroehnke and Jessie Pamela Everts, nee
Kroehnke, as surviving executrixes of the Last Will and Test-
ament of Peter Jacob Kroehnke, late of Thiensville, in said
Ozaukee County, in the State of Wisconsin, deceased, for the
allowance and adjustment of their final account, for the
determination of the inheritance tax, and for the final settle-
ment of the estate of said deceased, and for the assignment of
the residue of said estate to the persons entitled thereto, in
accordance with the terms and provisions of the last will and
testament of said deceased, according to law, came on this day
to be heard.

Said executrixes appeared by Messrs Kleist, Har-
riman & Knappe, their attorneys herein, in favor of said ap-
plication and no one appeared to oppose.

And it now satisfactorily appearing to this Court:-

That due notice of the time and place of hearing
said application has been duly waived in writing by all of the
parties interested herein;

That the expenses of the last sickness, the funeral charges, the debts of said deceased, and the expenses of administration have been paid;

That the inheritance tax chargeable on the transfer of the estate of said deceased has been determined and paid;

That said executrixes have fully administered the estate of said deceased, and that their final account herein has been allowed and ordered of record.

And it further appearing that there remains in the hands of said executrixes, for distribution, a certain residue of personal property, which consists of cash, or its equivalent, (and other personal property, which is listed and mentioned, or clear market value of which, as fixed by the order determining the inheritance tax herein, is \$ 36,187.47.

And it further appearing that said deceased died, on December 10th, 1913, seized of the following described real estate, to-wit:

PARCEL 1. A piece of land lying in the South half of the North west fractional quarter of Section 23-9-21 East, in Ozaukee County, Wisconsin, bounded and described as follows: --

Beginning at a point in the West line of the said South half of said Northwest fractional quarter of said Section 23, the said point being 539.88 feet North of the Southwest corner of said Northwest fractional quarter of said section 23; thence North 66 degrees 30' East, along the center line of Green Bay Road, 69.96 feet, to the East bank of Pigeon Creek; thence South 20 degrees 30' East, 33.00 feet, to the South line of said road, which point being the place of beginning of said piece of land; running thence South 20 degrees 30' East, along the East bank of said Pigeon Creek, 135.30 feet, to the North bank of the Milwaukee River; thence Northeasterly along the North bank of said Milwaukee River, 270.25 feet; thence North 31 degrees 30' West 44.88 feet, to a point in the South line of said road; thence South, 66 degrees 45' West, along the South line of said road, 237.50 feet, to the place of beginning, containing 0.45 acres of land, more or less.

PARCEL 2. A piece of land lying in the South half of the North west fractional quarter of Section 23-9-21 East, in Ozaukee County, Wisconsin, bounded and described as follows: --

Beginning at the Northeast corner of the South half of the said Northwest fractional quarter of said Section 23, running thence West 1481.00 feet to the West line of a lane; thence South, 2 degrees 54' East, along the West line of the said lane, 131.50 feet, thence West and parallel to the North line of the said South half of the Northwest fractional quarter of said Section 23, 255.00 feet, to a point, the said point being the place of beginning of the description of the above mentioned piece of land; running thence South, 0 degrees 03' East 295.60 feet; thence South 82 degrees 35' West 400.60 feet, thence North 8 degrees 00' East,

238.14 feet, thence East 198.00 feet, thence North 118.46 feet, thence North 0 degrees 28' East, 154.00 feet to the place of beginning, excepting therefrom the following described piece of land, to be used as a public highway; Beginning at the Northeast corner of the above described piece of land; running thence South 0 degrees 28' West 154.00 feet, thence South 16.50 feet, thence North 0 degrees 28' East, 154.00 feet; thence North 0 degrees 03' West, 16.50 feet to the place of beginning, containing 2.18 acres of land more or less.

PARCEL 3. A piece of land lying in the South half of the Northwest fractional quarter of Section 23-9-21 East, in Ozaukee County, Wisconsin, bounded and described as follows:--

Beginning at the Northeast corner of the South half of the said Northwest fractional quarter of said Section 23; running thence West, along the North line of the said South half of the Northwest fractional quarter of said Section 23, 1481.00 feet, to the West line of a lane; thence South 2 degrees 54' East, along the West line of the said lane, 392.50 feet, thence North 82 degrees 35' East, 99.75 feet, thence South, 198.00 feet, to the North bank of the Milwaukee River; thence East, along the North bank of the said Milwaukee River; to the East line of the said Northwest fractional quarter of said Section 23; thence North, on the East line of the said North west fractional quarter of said Section 23, 450.78 feet, to the place of beginning, containing 15.33 acres of land, more or less.

PARCEL 4. A piece of land in the Second Ward of the City of Milwaukee, in Milwaukee County, Wisconsin, bounded and described as follows:--

The South 10 feet of the East 110 feet of Lot No. 13, and the North 8 feet of the East 110 feet of Lot No. 16 in Block No. 47 in the North east quarter of Section No. 29-7-22 East, in the Second Ward of the City of Milwaukee, aforesaid.

And it further appearing that said deceased, at the time of his death, was a widower, and left him surviving two children, Jessie Pamela Everts, nee Kroehnke, and Adalia Laurentine Kroehnke, who has since married and whose name now is Adalia Laurentine Fisher, nee Kroehnke, as his only surviving legatees and devisees named in his said last will and testament, (the said Lillie Louisa Kroehnke, named as one of his children, and as a legatee and devisee in his said last will and testament, having died prior to his death, to-wit: on May 2nd, 1913, unmarried, and without leaving her surviving any issue.)

NOW THEREFORE, by virtue of the power in this Court vested and in accordance with the terms and provisions of the last will and testament of said deceased, according to law,

1. IT IS ORDERED, ADJUDGED, AND DECREED,
That the personal property, hereinabove mentioned and referred to, be distributed and assigned, share and share alike, to the above named surviving children and legatees of said deceased, to-wit: To Jessie Pamela Everts, nee Kroehnke, and Adalia Laurentine Fisher, nee Kroehnke, to each of said children and legatees, a one half part thereof.

2. AND IT IS FURTHER ORDERED ADJUDGED AND DECREED,
That the real estate hereinbefore described, be and the same is hereby assigned and transferred, share and share alike, to the above named surviving children and devisees of said deceased, to-wit: to Jessie Pamela Everts, nee Kroehnke, and Adalia Laurentine Fisher, nee Kroehnke, to each of said children and devisees, an undivided one half part thereof, provided, however, that the real estate, hereinbefore described under Parcel 1, with the dwelling house thereon, being the homestead premises of said deceased, including all of the household furniture and furnishings, the kitchen outfit, and everything else in and about said dwelling house, or used in connection therewith, are subject to the right of exclusive occupancy and use by said Adalia Laurentine Fisher, nee Kroehnke, for and during her life time.

3. AND IT IS FURTHER ORDERED ADJUDGED AND DECREED,
That upon the payment and distribution of the personal property hereinbefore distributed and assigned, by said executrixes to and among the several parties thereto entitled, and upon filing with or exhibiting to the Court receipts for such payment and distribution said estate be and the same hereby is declared to be finally settled, said executrixes released and discharged from all further liability, upon said estate.

By The Court,

J. E. Uselding,
County Judge.

The executrixes having filed the receipts for the payments ordered by the within decree, the same is hereby made absolute, said executrixes discharged from all further liabilities, upon said estate.

Dated September 13, 1915.

By The Court

J. E. Uselding,
County Judge.

*Receipt of Inheritance filed in the
amount of \$42.90 - Filed Aug 19-1915.*

STATE OF WISCONSIN:

COUNTY COURT:

OZAUKEE COUNTY

In the Matter of the Will of
Herman Poeltzig, Deceased.

Filed - February 4, 1924.

Will

) KNOW ALL MEN, That I, Herman
) Poeltzig, widower of Village
) of Thiensville, County of Oz-
) aukee, State of Wisconsin
) being of sound and disposing

mind and memory, but mindful of the uncertainty of life, hereby
revoking any and all wills and codicals heretofore by me made,
do make, publish and declare this my LAST WILL AND TESTAMENT
in words and figures, as follows:

I give, devise and bequeath unto my son Max Poel-
tzig, all of my property, both real and personal, wherever and
whatever, the same may be, with the understanding that any in-
debtedness which may be on my real estate property, my said
son Max Poeltzig, shall assume and agree to pay as his own
debt, and if there be no indebtedness on my real estate prop-
erty, he shall have the same as set forth in the first two
lines of this paragraph.

I give, devise and bequeath unto my daughter Lilly
Poeltzig Kempt, the sum of Three thousand (\$3000.00) and to my
daughter Alma Stremlow, nee Poeltzig, the sum of Four Thousand
(\$4000.00) Dollars both of these amounts totaling seven thou-
sand (\$7000.00) Dollars, are to be taken from a certain Seven
thousand (\$7000.00) Dollar mortgage I now own, which is not
included in the bequeath to my son Max. The reason I give my
daughter Lilly Poeltzig Kemp, only Three thousand (\$3000.00)
is that I have allready given her One thousand (\$1000.00) on
a certain property in Cedarburg, Wisconsin.

I do hereby constitute and appoint Max Poeltzig,
my son, to be Executor--of this My LAST WILL AND TESTAMENT, and
request that he be not required to furnish bonds.

IN TESTIMONY WHEREOF, I have hereunto subscribed
my name and affixed my seal, this 6th day of March, in the year
of our Lord, one thousand nine hundred and twenty three.

Herman Poeltzig (seal)

THIS INSTRUMENT was, on the day of the date thereof,
to-wit: this 6th day of March, 1923, signed, sealed, published
and declared by the said testator Herman Poeltzig, to be his
LAST WILL AND TESTAMENT in our presence, and in the presence
of each of us, and we, the undersigned, in witness whereof, at
the request of said testator, and in his presence and in the
presence of each other, have hereunto subscribed our names as

attesting witnesses to said LAST WILL AND TESTAMENT.

Names of Witnesses,
E. W. Wiese,
A. H. Hadler

Residing at
Thiensville, Wisconsin,
Thiensville, Wisconsin.

Petition

) February 4, 1924, Filed.
) The petition of Max Poeltzig
) by William F. Schanen, his
) attorney, respectfully shows:
) That Herman Poeltzig, died at

Thiensville, Ozaukee County, Wisconsin on the 15th day of January, A. D. 1924;

That his domicile at that time was in the Village of Thiensville, in said County of Ozaukee;

On information and belief that he left personal property, the value of which does not exceed Seven Thousand and no/100 Dollars, and real estate of the probable value of Ten thousand and no/100 Dollars, the annual rents and profits of which will not exceed none Dollars, (exclusive of his homestead) and also left a will duly executed by him wherein Max Poeltzig, is named as executor which is herewith and propounded as his last will and testament:

That said deceased left surviving Alma Stremlow, nee Poeltzig, Lilly Kemp, nee Poeltzig and Max Poeltzig, of full age and under no disability and no minors who have no general or testamentary guardian next of kin and heirs at law.

That your petitioner is a son of said deceased.

Wherefore your petitioner prays that said will may be proved and allowed as the last will and testament of said Herman Poeltzig, deceased, and letters testamentary thereupon granted to Max Poeltzig.

Order Appointing Time
to Prove Will and Fixing
Time for Claims and
Notice to Creditors,

) Filed February 4, 1924.
) THEREFORE, IT IS APPOINTED AND
) ORDERED, That said petition
) and matters therein be heard,
) and proofs of said Last Will

and Testament (and codicil thereto, if any) be taken, at the regular term of said Court, appointed to be held at the Court House in said county in the city of Port Washington on the 1st Tuesday of March, 1924, at the opening of Court on that day or as soon thereafter as said petitioner can be heard, when all concerned may appear and contest the probate of said instrument.

IT IS FURTHER ORDERED, That the time within which the creditors of said deceased shall present their claims against such estate for examination and allowance, be and hereby is fixed and limited to four months from the date hereof.

IT IS FURTHER ORDERED, That all claims and demands against the said deceased be received at the Court House of said court on any day hereafter until the expiration of said four months and be examined and adjusted at the special term of said court appointed to be held at the Court House in said county, in the city of Port Washington on the 1st Tuesday of July, 1924 at the opening of court on that day, or as soon thereafter as the matter can be heard;

AND IT IS FURTHER ORDERED, That notice hereof be given to all persons interested, by publication of a notice thereof for three consecutive weeks in the Port Washington Herald a newspaper published in said county, the first publication to be made within fifteen days from the date hereof.

Notice to Prove Will and)
Notice to Creditors,) Filed February 4, 1924.

Claim of Carbys and Kenney)
) Filed April 4, 1924.
) Claim against the estate in
) the amount of \$10.00.

Affidavit of Publication)
) Filed April 17, 1924.
) W. B. Krause, being duly sworn,
) says that he is the printer and
) publisher of the Port Washington
) Herald, a newspaper printed and
published in the city of Port Washington in said county, that a notice of which the annexed is a printed copy, taken from said paper, has been regularly published in said newspaper once each week for 3 successive weeks, the first publication being on the 6th day of February, 1924 and the last publication being on the 20th day of February, 1924. Signed by W. B. Krause.

Proof of Will not contested) Filed April 17, 1924.

Decree Allowing Will)
) Filed April 17, 1924.
) THEREFORE, IT IS ORDERED AND DE-
) CREED, That said instrument be
) allowed and probate thereof
) granted, as the Last Will and
) Testament of said Herman Poeltzig
) deceased.

Certificate of Probate) Filed April 17, 1924.

Order for Bond) Filed April 17, 1924.
) IT IS ORDERED, that the said Max
) Poeltzig is exempt from furnish-
) ing any bond, by virtue of the
) terms and conditions of the last
) will and testament of Herman
) Poeltzig, deceased, and that
) letters testamentary issue to
) Max Poeltzig.

Letters) Filed April 17, 1924.
) Letters issued to Max Poeltzig.

Order for Appointing) Filed July 22, 1924.
Appraisers,) IT IS ORDERED, That E. W. Wiese
) and Charles A. Maas disinterested
) persons be, and they are hereby
) appointed appraisers for the
purpose of appraising the estate and effects of said deceased
comprised in the inventory thereof to be made by said Max Poeltzig.

Warrant and Oath) Filed July 22, 1924.
of Appraisers)

Inventory and Appraisal) Filed July 22, 1924.
) A piece of land lying in the
) South half of the Northwest
) fractional quarter of Section
) 23-9-21 East, in Ozaukee County,
Wisconsin, bounded and described as follows:
Beginning at the North east corner of the South half
of the said Northwest fractional quarter of said section 23; run-
ning thence west, along the North line of the said south half of
the northwest fractional quarter of said section 23, 1481.00 feet
to the west line of a lane; thence South 2 degrees 54' East, along
the west line of the said lane 392.50 feet; thence North 82 degrees
35' East, 99.75 feet; thence South 198.00 feet to the North bank
of the Milwaukee River; thence East along the North bank of the
said Milwaukee River to the East line of the said Northwest frl.
quarter of said Section 23; thence North, on the East line of the
said Northwest fractional quarter of said section 23; 450.78 feet,
to the place of beginning containing 15.33 acres of land more or
less, appraised at \$9000.00.

Final Account) Filed September 24, 1924.

Petition for Final Settlement) Filed September 24, 1924.
) The petition of Max Poeltzig,
) executor of the estate of
) Herman Poeltzig, deceased,
) respectfully shows:

That he has fully paid the expenses of his administration, allowances for the family, funeral expenses, and debts of said deceased, as will more fully appear by his account of his administration rendered and filed in this Court.

That the residue of said estate in his hands consists of Monies, as more fully appears by the account.

That Lilly Kemp, Alma Stremlow and Max Poeltzig, are heirs at law and legatees of said deceased, and interested in said estate and in the said residue.

Wherefore petitioner prays, that said account and the residue of said estate be by order or judgment of this Court assigned to such persons as are by law entitled to the same.

Order for Final Settlement) Filed September 24, 1924.
) IT IS FURTHER ORDERED, That upon
) the adjustment and allowance of
) such account by this Court, as
) aforesaid the residue of said
 estate, if any, be, by the further order and judgment of the Court, assigned to such persons as are by law entitled to the same.

IT IS FURTHER ORDERED, That notice of the time and place of examination and allowance of such account, and of the assignment of such residue of said estate be given to all persons interested, by publication of such notice for three successive weeks, before said day, in the Port Washington Herald, a weekly newspaper published at the city of Port Washington in said county.

Notice of Hearing Petition for Final Settlement Etc.) Filed September 24, 1924.
)

Notice of Final Account and to Determine Inheritance Tax,) Filed October 1, 1924.
)

Order Determining Inheritance Tax	)	Filed November 25, 1924.
)	
Receipt	)	Filed November 25, 1924.
	)	Receipt of Chas. J. Kunny,
	)	County Treasurer of Ozaukee
	)	County in the amount of
	)	\$192.12.
)	
Affidavit of Publication	)	Filed November 26, 1924.
	)	W. B. Krause, being duly sworn,
	)	says he is the printer and pub-
	)	lisher of the Port Washington
	)	Herald, a newspaper printed and
	)	published in the city of Port Washington in said county, that a
	)	notice of which the annexed is a printed copy, taken from said
	)	paper, has been regularly published in said newspaper once each
	)	week for 3 successive weeks, the first publication being on the
	)	1st day of October, 1924 and the last publication being on the
	)	15th day of October, 1924.
)	
Receipt of Inheritance	)	Filed November 26, 1924.
	)	Receipt of Lillian Kemp, one
	)	of the heirs at law of the
	)	estate of Herman Poeltzig,
	)	in the amount of \$2931.04.
)	
Receipt of Inheritance	)	Filed November 26, 1924.
	)	Receipt of Alma Stremlow, one
	)	of the heirs at law of the
	)	estate of Herman Poeltzig,
	)	in the amount of \$3931.04.
)	
Receipt of Inheritance	)	Filed November 26, 1924.
	)	Receipt of Max Poeltzig, one
	)	of the heirs at law of the
	)	estate of Herman Poeltzig,
	)	in the amount of \$1.00 and
	)	other valuable consideration.
)	
Amended Order Deter-	)	Filed December 23, 1924.
mining Inheritance Tax)	

Receipt	)	Filed December 23, 1924.
	)	Receipt of Chas. J. Kunny,
	)	County Treasurer of Ozaukee
	)	County, in the amount of
	)	\$9.51 for balance on taxes
	)	in the Estate of Herman Poeltzig.
Final Decree	)	Filed December 23, 1924.
Voucher Check	)	Filed December 23, 1924.
	)	Endorsed by E. W. Wiese in
	)	the amount of \$8.06.
Voucher Check	)	Filed December 23, 1924.
	)	Endorsed by Wm. F. Schanen, in
	)	the amount of \$168.35.
Voucher Check	)	Filed December 23, 1924.
	)	Endorsed by Chas. Maas, in
	)	the amount of \$3.00.
Voucher Check	)	Filed December 23, 1924.
	)	Endorsed by Alma Stremlow, in
	)	the amount of \$3931.04.
Voucher Check	)	Filed December 23, 1924.
	)	Endorsed by J. O. Carbys, in
	)	the amount of \$10.00.
Voucher Check	)	Filed December 23, 1924.
	)	Endorsed by Dr. Carthaus, in
	)	the amount of \$21.00.
Voucher Check	)	Filed December 23, 1924.
	)	Endorsed by Lilly Kemp, in
	)	the amount of \$2931.04.
Voucher Check	)	Filed December 23, 1924.
	)	Endorsed by Dr. H. F. Scholz,
	)	in the amount of \$4.00.
Voucher Check	)	Filed December 23, 1924.
	)	In the amount of \$201.12,
	)	written out to Cash.

STATE OF WISCONSIN:

COUNTY COURT:

OZAUKEE COUNTY:

In the Matter of the Estate of
Betty Goetze, Deceased.

Petition for Administration	)	Filed June 11, 1912.
	)	The petition of Eleanor Thien,
	)	respectfully shows:
	)	That Betty Goetze, died in-
	)	testate at Port Washington,

Wisconsin, on the 29th day of December, A. D. 1911;
That her domicile at that time was in the city of
Port Washington in said County of Ozaukee.

That she left personal estate, to be administered
in this State the value of which does not exceed Six Hundred
Eighty Dollars and no real estate as petitioner is informed
and believes.

And she left surviving the following children:
Helene Tholen, of Port Washington, Wisconsin, Eleanor Thien,
of Port Washington, Wisconsin, Henriette Scott of Port Washing-
ton, Wisconsin, Elizabeth Leffingwell of Whitewater, Wisconsin,
Celia Leek, of White Salmon, Washington, Paul Goetze of Chicago,
Illinois, her next of kin and heirs at law.

That the petitioner is a daughter of said deceased.
Therefore your petitioner prays that administration
of the estate of said Betty Goetze be granted to Wm. F. Schanen.

Consent of all Parties	)	Filed June 12, 1912.
Interested to an Im-	)	Consent signed by Elizabeth
mediate Hearing of	)	T. Leffingwell, June 6, 1912,
Application for the	)	for an immediate hearing.
Appointment of an)	
Administrator,)	

Consent of all Parties	)	Filed June 21, 1912.
Interested to an Im-	)	Consent signed by Henriette A.
mediate Hearing of	)	Scott and Helene Tholen June
Application for the	)	17, 1912 for an immediate
Appointment of an	)	hearing.
Administrator,)	

Consent of all Parties	)	Filed July 15, 1912.
Interested to an Im-	)	Consent of Cecilia Goetze Leek
mediate Hearing of	)	signed August 20, 1912 for an
Application for the	)	immediate hearing.
Appointment of an)	
Administrator,)	

Consent of all Parties)
Interested to an Im-)
mediate Hearing of)
Application for the)
Appointment of an)
Administrator,)

Filed July 26, 1912.
Consent signed by P. G. Goetze,
August 20, 1912 for an im-
mediate hearing.

Order for Hearing)
Petition for Ad-)
ministration,)

Filed August 20, 1912.
IT IS ORDERED, That said ap-
plication be heard forthwith.
IT IS FURTHER ORDERED, That
notice thereof be given for

the reason that all the heirs at law and all persons interested
have filed their appearance in writing for an immediate hearing
for the appointment of all administration of said estate waiving
all notice for said hearing.

Order for Appointment)
and Bond of Administrator)

Filed August 20, 1912.
THEREFORE IT IS ORDERED AND
DECREED, That administration
of the estate of said Betty
Goetze deceased, be granted

to the said Wm. F. Schanen, and that he execute a bond, as re-
quired by law, with two sureties in the penal sum of Two Hun-
dred dollars, and that upon the filing and approval thereof,
Letters of Administration accordingly be issued to the said Wm.
F. Schanen.

Bond of Administrator)

Filed and approved August 20,
1912.

Letters of)
Administration)

Filed August 20, 1912.
Letters granted to William
F. Schanen or Port Washington,
Wisconsin.

M-O-R-T-G-A-G-E-S

1. John Weston,) Mortgage. Made and ackd.
No wife named,)
) January 4th, 1840.
to)
) Conveying: the N. W. frl $\frac{1}{4}$
Jacob Braelton,)
referred to in) of Sec. 23-9-21 East, containing
body of Mortgage)
as "said Brazelton",) 148 acres and certain personal
)
) property to secure the payment
of \$100.00 with interest from and after the 22nd day of June
"last" on or before October 1st "next" according to the conditions
of a certain bond or writing obligatory, dated June 27th, 1839,
executed by Mortgagor to Mortgagee, as collateral security.
Recorded Jan. 6, 1840 at 9 A. M. and transcribed in Vol. A of
Mortgages, on page 46 and 47.

(Note) On margin of record on page 46; "Satisfied, see next page."

2. Jacob Brazelton,) Satisfaction and payment
to)
) in full dated and ackd. July
John Weston,)
) 21, 1842. Received of John Weston
)
) one hundred dollars and interest
)
) in full of my interest in the
within mortgage and I do hereby acknowledge satisfaction of the
same and in full discharge. In Witness Whereof etc.
Recorded July 21, 1842 at 3 P.M. and transcribed in Volume A of
Mortgages, on page 47.

(Note) Above record appears immediately under record of Mortgage,
recorded at Volume A on page 46 and 47.

3. John Henry Thien,) Mortgage. Made and ackd.
no wife named, and)
signed J. H. Thien,)
) Nov. 1, 1843. Cons. \$300.00
to)
) Conveying: all of the N. W. $\frac{1}{4}$
Frederick August Luning)
) of Section 23-9-21 East, to sec-
) ure the payment of \$300.00 acc-
) ording to the condition of one
certain promissory note or writing obligatory bearing even date
"Herewith", executed by mortgagor to Mortgagee, as colateral sec-
urity.

Recorded Jan. 20, 1844 at 3 P.M. and transcribed in Volume A of
Mortgages, on pages 109 and 110.

(Note) On margin of record: "Satisfied on page 140 of this Vol."

4. Frederick August Luning,) Satisfaction. Dated and ackd.
to)
) June 11, 1844. Cons. \$313.00.
John Henry Thien,)
) Ackd. the said sum of money as
) a full satisfaction and discharge
) of a certain mortgage, executed
by the said John Henry Thien, to said Luning on November 1st, 1843,
on the Northwest quarter of Section 23-9-21 East, which said mort-
gage has been placed upon the records of deeds in Washington Cou-
nty, and released and quit claims to said John Henry Thien all
right, title and interest in and to the premises described in
said mortgage, that he, said Luning, has acquired by virtue
thereof.

Recorded (no date given) and transcribed in Volume A of Mortgages,
on page 140.

(Note) On margin of record: "See page 109."

5. John Henry Thien and) Mortgage. Dated and ackd.
Margaret Catharine Thien,)
and Henry Haysen, signed) June 7, 1844. Cons. \$1000.00.
J. H. Thien, M. C. Thien)
and H. Haysen,) Conveying: All the N. W. $\frac{1}{2}$ of
to) Sec. 23-9-21 E. to secure the
Henry Clause Clause Heide,) payment by John Henry Thien and
) Henry Haysen the sum of \$1000

in one year from the date of Mortgage, with interest at the rate of 10 % according to the condition of a certain promissory note bearing even date "herewith" executed by John Henry Thien and Henry Haysen to Mortgagee as collateral security.

Recorded _____ 24, 1844 at 11 A. M. and transcribed in Volume A of Mortgages, on pages 116-7-8.

Note: On margin of record: "Satisfaction page 146."

6. Henry C. Heid,) Satisfaction: Dated and ackd.
(signed H. C. Heid),)
to) November 17, 1845. Cons. \$1000.
) Ackd. payment of said sum and
John Henry Thien, M. C.)
Thien and Henry Hayssen,) surrenders, releases and declares
) Void a certain mortgage executed

to me by John Henry Thien, M^c Thien and H. Heyssen, recorded in Volume A of Mortgages, page 146 of the "ashington County Recors, the same having been paid to me in full.

Recorded (No date given) and transcribed in Volume A of Mortgages on page 146.

Note: On margin of record: "See page 117."

7. John H. Thien and
Margret C. Thien, his
wife, (signed J. H.
Thien and M. C. Thien,)
to
Henry Dierckson,

) Mortgage. Dated and ackd.
) November 17th, 1845. Cons. \$500.
) Conveying: the S. $\frac{1}{2}$ of the N.W.
) $\frac{1}{4}$ of Sec. 23-9-21 East, to secure
) the payment of John H. Thien of
) \$724.00 with interest at the rate
of 12 % in one year from date of Mortgage. according to the terms
of a certain promissory note bearing even date, "herewith" execut-
ed by said John H. Thien as collateral security.

Recorded (No date given) transcribed in Volume A of Mortgages,
on pages 146 and 147.

Note: On margin of record: "Satisfied on page 296."

8. Henry Diercksen,
to
John H. Thien and
Meta, his wife,

) Satisfaction, dated and ackd.
) September 2, 1847. Certified
) receipt of full satisfaction
) on a certain mortgage executed
) by John H. Thien and Meta, his
wife, to me Henry Diercksen, on November 17th, 1845 and recorded
in the office of the Register of Deeds, of Washington County,
Wisconsin Territory, in Volume B of Mortgages, on pages 212 and
213 on November, 29th, 1843.

Recorded Sept. 2, 1847 at 9 A. M. and transcribed in Volume A of
Mortgages, on page 296.

Note: On margin of record: "See page 146."

9. John Henry Thien and) Mortgage. Dated and ackd.
Meta, his wife, signed)
John H. Thien and M.) Jan. 19, 1846. Cons. \$100.00.
Thien),)
to) Conveying: all of the S. $\frac{1}{2}$ of the
Robert Morley,) N. W. $\frac{1}{4}$ of Sec. 23-9-21 East, to
secure the payment by said John
Henry Thien of the sum of \$100.00
according to the condition of one
certain promissory note bearing even date "herewith" executed by
mortgagors to Mortgagee as collateral security.

Recorded Jan. 23, 1846 at 10 A. M. and transcribed in Volume A of
Mortgages, on page 157-8.

Note: On margin of record: "Release see page 176."

10. Robert Morley,) Assignment: Dated Mar. 9, 1846.
to) Not ackd. one witness. Cons.
Nathaniel Kellogg,) \$100.00 selling, assigning,
transferring and setting over

"all my right, title, and interest in and to the within mortgage
to the said Nathaniel Kellogg."

Recorded June 27, 1846 at 4 P.M. and transcribed in Vol. A of
Mortgages, on page 175 and 176.

Note: On margin of record: "Look at pages 157 and 158 of this
Volume."

11. Nathaniel Kellogg,) Assignment: Dated April 20, 1846.
to) Not ackd. one witness. Cons. \$39.
Mathew Broom,) 41. Assigning transferring and
setting over "at his risk and
without recourse" to me all right,

title and interest in and to the within mortgage. (Look pages 157.

and 158 of this volume.)

Recorded June 27, 1846 at 4 P.M. and transcribed in Volume A of Mortgages, on page 176.

Note: On margin of record: "See pages 157 and 175."

12. Mathew Broom,) Satisfaction. Dated and ackd.
to) June 27th, 1846. Certified
John H. Thien,) receipt of full satisfaction
) "for a certain note and mtge.,

assigned to me by Nathaniel Kellogg, assignee of Robert Morley, which said mortgage was given by John H. Thien to said Morley, and is recorded in the office of the Register of Deeds, of Washington County, Wisconsin Territory, in Volume B of Mortgages, pages 230 and 231 and forever releases "said Thien, his heirs and assigns from all and every claim I have or might have had against him on account of said mortgage and note on the therein mentioned premises.

Recorded June 27, 1846 at 4 P.M. and transcribed in Volume A of Mortgages, on page 176.

13. Henry Thien (no) Mortgage. Dated and ackd.
wife named, signed J.)
Henry Thien,) Jan. 28, 1847. Cons. \$200.00.
to) Conveying: All that remaining
Diederich Ehlers,) portion or parcel of land not
) heretofore deeded to Henry

Hayssen by said Thien in the South one half of the Northwest frl. quarter of Section 23-9-21 East, containing about 67 acres, more or less, to secure the payment of \$200.00 according to the con-

ditions of one certain promissory note bearing even date herewith executed by Mortgagor to Mortgagee as collateral security.

Recorded Jan. 28, 1847 at 2 P. M. and transcribed in Volume A of Mortgages, on pages 225, 226, and 227.

Note: On margin of record: "Satisfied Lib. C. page 97 old records, satisfied page 436 of this Volume.

14. J. D. Ehlers,	)	Satisfaction, dated and ackd.
written Kiedrich,	)	May 25, 1858. (One witness
Ehlers, in ackd.	)	same name as Register of Deeds)
to	)	certifieds, that I have received
John H. Thien,	)	this 25th day of May, A. D.

1848 full satisfaction on a certain mortgage, executed by John H. Thien, on the 28th day of January, 1847 to me, and recorded in the office of the Register of Deeds, of Washington County, Wisconsin Territory, in Volume B of Mortgages, on pages 365, 366, 367 on the 28th day of January, A. D. 1847.

Recorded June 6th, 1848 at 6 P.M. and transcribed in Volume A of Mortgages, on page 436.

Note: on margin of record: "Mortgage recorded on pages 225, 226, and 227 of this volume.

15. John H. Thien,	)	Mortgage. Dated and ackd.
signed J. H. Thien,	)	Sept. 2, 1847. Cons. \$550.00.
no wife named,	)	Conveying: All the remaining
to	)	part of S. $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of
Henry Dierksen,	)	Section 23-9-21 East, "not here-
	)	tofore deeded by the said party
	)	of the first part, except the

17. Certified copy of order reading as follows:

STATE OF WISCONSIN: CIRCUIT COURT: OZAUKEE COUNTY:

In the Matter of the Mortgage of
John H. Thien, to Henry Dierksen.

On reading and filing the petition of Maria Memmler, and proof having been made to the satisfaction of the Court, that a certain Mortgage hereinafter described, has been fully paid and satisfied, and that the mortgagee is deceased, and there is not administration in his estate under the authority of this State and that the petitioner is interested in part of the land described in said mortgage:

Therefore, IT IS ORDERED, that said mortgage executed by John H. Thien to Henry Dierksen on the 2nd day of Sept. 1847, and recorded in the office of the Register of Deeds of the County of Ozaukee, Volume A of Mortgages, on page 296, be, and the same is hereby discharged of record.

Dated March 5th, A. D. 1912.

BY THE COURT,

Martin L. Lueck.

Circuit Judge.

Certificate of Clerk of Court here; dated March 5th, 1912.

Recorded March 5th, 1912 at 4 P. M. in Volume 53 of Mortgages, on pages 51 and 52.

18. John H. Thien,) Mortgage. Made and ackd.
no wife named,)
to) June 14th, 1848. Cons. \$100.00.
John Gottlieb Peuschel,)
) Conveying: All of the S. $\frac{1}{2}$ of
) N. $\frac{1}{4}$ of Section 23-9-21 East,
) and not heretofore deeded by

the said party of the first part to secure the payment of \$100.00 with 12% interest in one year from date, provided the said party of the second part demands payment and if not demanded, the said party of the first part keeps the money until notified three months before payment, according to the condition of one certain note bearing even date herewith executed by mortgagors to mortgagee, as collateral security.

Recorded June 22, 1848 at 6 A. M. and transcribed in Volume A of Mortgages, on pages 443 and 444.

Note: On margin "satisfied B, page 250."

19. John G. Peuschel,) Satisfaction, dated and ackd.
to) Oct. 5th, 1849. Certifies that
John H. Thien,) I have received full satisfaction
) on a certain mortgage, executed
) by John H. Thien, to me, on the

14th day of June A. D. 1848 and recorded in the office of the Register of Deeds of Washington County, State of Wisconsin, on the 22nd day of June, A. D. 1848, at 6 o'clock P. M. in Volume P of Mortgages, on pages 107 and 108.

Recorded October 12th, 1849 at 6 P. M. and transcribed in Vol. B of Mortgages, on page 230.

Note: On margin "Mortgage Volume A, page 445."

20. John H. Thien,) Mortgage. Dated and ackd.
no wife named,)
to) Aug. 6, 1849. Cons. \$200.00.
Johann Phillip Bettner,) Conveying: All of the remain-
) ing part of the South half of
) the Northwest $\frac{1}{4}$ of Sec. 23-9-21

East not heretofore sold by the said party of the first party,
to secure the payment of the sum of \$200.00 with 10 % interest
per annum, payable annually, in two years from date, according
to the conditions one certain note, bearing even date herewith,
executed by Mortgagor to Mortgagee as collateral security.

Recorded Aug. 7, 1849 at 5 P.M. and transcribed in Volume B
of Mortgages, on page 155 and 156 and 157.

Note: On margin of record: "Satisfied Volume D 122."

21. John Phillip Bettner,) Assignment, dated and ackd.
signed Johann Phillipp)
Beltner,) Aug. 26, 1850. Cons. \$147.00.
to) Grants, assigns, releases and
Henry Blaser,) conveys, "unto the said Henry
) Blaser, the premises within

conveyed to me, in the within mortgage and all my right, title,
and interest and estate, in and to the same."

Recorded Aug. 26th, 1850 at 2 P. M. and transcribed in Volume B
of Mortgages, on page 558.

Note: On margin of record: "Mortgage, page 155."

22. Henry Blaser,) Satisfaction, dated and ackd.
to) Aug. 20, 1852. States that a
John H. Thien,) certain mortgage, bearing date
) August 6, 1848, executed by
John H. Thien to John Phillip Beltner and assigned from John
Phillip Beltner to me, which said mortgage was duly recorded
in the office of the Register of Deeds, of the County of Wash-
ington, in the state of Wisconsin, on August 7th, 1849 at 5 P.
M. in Volume D of Mortgages, on pages 45 and 46 and the assign-
ment on August 26th, 1850, at 2 P. M. in Volume E of Mortgages,
on pages 272 and 273 is paid, satisfied and discharged and
authorized the Register of Deeds of said County to enter this
satisfaction of Record.

Recorded August 21, 1852 at 7 P. M. and transcribed in Volume
D of Mortgages, on page 122.

Note: On margin of record: "Mortgage Volume B 155."

23. John H. Thien and) Mortgage. Dated and ackd.
Betty Thien, his wife,)
(signed J. H. Thien,) October 5th, 1850. Cons. \$325.00.
and Betty Thien),)
to) Conveying: All that part of the
) S. $\frac{1}{2}$ of the N. W. cor $\frac{1}{4}$ of Sec.
Henry Warfelmann,)
) 23-9-21 East, not heretofore sold
by said parties of the first part, to secure the payment of the
sum of \$325.00 with 12% interest per annum in one year from date,
according to the conditions of one certain note bearing even
date herewith executed by mortgagors to mortgagees as collateral
securities.

Recorded October 23, 1850 at 6 P. M. and transcribed in Volume C
of Mortgages, on pages 18, 19, and 20.

Note: On margin of record: "Released D. 121, Satisfied Vol. H page 329 old records."

24. Henry Wurfelmann,) Satisfaction, dated and ackd.
signed H. W. Wurfelmann,)
to) Aug. 19, 1852. Certifies that
John H. Thien and) a certain mortgage, bearing
Betty, his wife,) date October 5th, 1850 and ex-
ecuted by John H. Thien and his
wife Betty, to me Henry Wurfelmann and recorded in the office of
the Register of Deeds, in the County of Washington and State of
Wisconsin, on October 23, 1850 in Volume E of Mortgages, on page
415, 416, and 417 is paid satisfied and discharged.

Recorded Aug. 21, 1852 at 7 P. M. and transcribed in Volume "D" of
Mortgages, on page 121.

On margin of record: "Mortgage "C" 18".

25. John H. Thien and) Mortgage, dated and ackd.
Betty his wife, signed)
J. H. Thien and Betty Thies,) Nov. 11, 1850. Cons. \$1000.00.
to) Conveying: All their right,
Gustav Pfeil,) title and interest in the N.W. $\frac{1}{4}$
of Sec. 23-9-21 East, together
with the grist mill and saw mill and all buildings situated there-
on owned by the said parties of the first part, to secure the pay-
ment of the sum of \$1000.00, at the end of one year from the date
of Mortgage, with annual interest 18%, payable semi-annually and
in case the interest is not paid when due, then the principal
sum is to bear an annual interest of 40% from the date of mort-
gage till paid and in case of the non-payment of said principal
sum at the maturity hereof then the same is to bear an annual

interest of 40% till paid according to the condition of a certain note bearing even date herewith executed by said John H. Thien to mortgagee as collateral security.

Recorded November 14th, 1850 at 2 P. M. and transcribed in Volume C of Mortgages, on pages 54, 55, and 56.

Note: On margin of record: "Satisfied Volume H, page 330 old records, satisfied Volume D, 121."

26. Gustav Pfeil,) Satisfaction, dated and ackd.
to) Aug. 20, 1852, states, that
John H. Thien and) a certain mortgage, bearing
Betty, his wife,) date Nov. 11, 1850, executed
) by John H. Thien and Betty,

his wife, to me which said mortgage was duly recorded in the office of the Register of Deeds of Washington County, Wisconsin, on November 14th, 1850 at 2 P. M. in Vol. D of Mortgages, on pages 479, 480, and 481 is paid, satisfied and discharged and authorizes the Register of said County to enter this satisfaction of record.

Recorded Aug. 21, 1852 at 7 P. M. and transcribed in Volume D of Mortgages, on pages 121 and 122.

Note: On margin of record: "Mortgage C 54."

27. J. H. Thien and) Mortgage, dated and ackd.
Betty, his wife, signed)
J. H. Thien and Betty) July 7, 1851. Cons. \$293.88.
Thien,)
to) Conveying: All of thirty acres
) of land in the S. part of lots
Edwin Townsend,) #3 and 4 in the N. W. frl $\frac{1}{4}$ of
)
Section 23-9-21 East, to secure the payment of the sum of

\$293.88 at expiration of one year from date of mortgage, with interest thereon payable semiannually at the rate of 12% per annum till paid, according to the condition of a certain promissory note bearing even date herewith executed by said John Henry Thien to Mortgagee. Covenant against incumbrances except one Mortgage of \$1000.00.

Recorded July 14, 1851 at 1 P. M. and transcribed in Volume C of Mortgages, on pages 298, 299, and 300.

Note: On margin of record: "Satisfied D 106."

28. Edwin Townsend,) Satisfaction, dated and ackd.
to) July 6, 1852. States that a
J. H. Thien,) certain mortgage bearing date
) July 7, 1851 "executed by J.H.
Thien to me" which said mortgage was duly recorded in the office of the Register of Deeds, of the County of Washington, Wisconsin, on July 14, 1851 at 1A. M. in Volume F of Mortgages, on pages 468, 469 and 470, is paid, satisfied, discharged and authorizes Register of said County to enter this satisfaction of record.
Recorded Aug. 10, 1852 at 10 A. M. and transcribed in Volume D of Mortgages, on page 106.

Note: On margin of record: "Mortgage "C" 298."

29. John H. Thien and) Mortgage, dated and ackd.
Betty, his wife, signed)
J. H. Thien and Betty) Nov. 17, 1851. Cons. \$800.00.
Thien))
to) Conveying: All of 30 acres,
Maria Elizabeth Albrecht,) more or less of S. $\frac{1}{2}$ of N. W.
) frl $\frac{1}{4}$ of Section 23-9-21 East,
) owned by said Thien at the

present time" to secure the payment of the sum of \$800.00 with 12% interest per annum, till paid in six months from date, according to the condition of one certain note bearing even date, "herewith" executed by Mortgagors to Mortgagee as collateral security.

Recorded Nov. 17, 1851 at 12 M. and transcribed in Vol. C of Mortgages, on pages 461 and 462.

Note: On margin of record: "Satisfied D 120."

30. Christian Albrecht) Satisfaction, dated and ackd.
and Maria Elizabeth)
Albrecht,) Aug. 20, 1852, certifies, that
to) a certain mortgage bearing date
J. H. Thien and)
Betty Thien,) Nov. 17, 1851, "made and executed by J. H. Thien and Betty Thien to Maria Elizabeth Al-

brecht" and recorded in the office of the Register of the County of Washington, in Volume of Mortgages "G" upon pages 189 and 190 on the November 17th, 1851 is paid satisfied and discharged.

Recorded Aug. 21, 1852 at 7 o'clock P. M. and transcribed in Vol. D of Mortgages, on pages 120 and 121.

Note: On margin of record: "Mortgage C 461."

31. John Henry Thien,) Mortgage, dated and ackd.
and Betty, his wife,)
to) Nov. 25, 1850. Cons. \$350.00.
Henry Kolwey,) Conveying: All of 30 acres in
the S. $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of
Section 23-9-21 East, with the

Flouring Mill and all other buildings standing on the same to secure the payment of the sum of \$350.00 with 12% per annum till

paid in 9 months from date, according to the condition of one certain note bearing even date "herewith" executed by Mortgagors to Mortgagee as collateral security.

Recorded April 5, 1852 at 12 M. and transcribed in Volume C of Mortgages, on pages 602, 603, and 604.

Note: On margin of record: "Satisfied D 121."

32. Henry W. Kolwey,) Satisfaction, dated and ackd.
to) Nov. 25, 1851. States that a
John Henry Thien and) certain mortgage, bearing date
Betty, his wife,) Nov. 25, 1851, "executed by
) John Henry Thien and Betty, his
wife, to me" which said mortgage was duly recorded in the Office of the Register of Deeds, of the County of Washington, in the State of Wisconsin, on April 5th, 1852, at 12 o'clock in Volume G of Mortgages, on pages 512, 513, and 514 is paid satisfied and discharged and authorizes the register of said County to enter this satisfaction of Record.

Recorded Aug. 21, 1852 at 7 P.M. and transcribed in Volume D of Mortgages, on page 121.

Note: On margin of record: "Mortgage C 603."

33. John H. Thien) Mortgage, dated and ackd.
and Betty, his wife,) Aug. 19, 1852. Cons. \$2100.00.
to)
William Justin,) Conveying: All that part of the
) N. W. $\frac{1}{4}$ of Section 23-9-21 E,
) not heretofore sold by the part-
) ies of the first part, and be-

ing 30 acres more or less; also all the buildings, Mills, mill dams and other water privileges thereunto belonging or appertaining, together with all the privileges and appurtenances to the same belonging. To secure the payment of \$2100.00 as follows: viz: \$100.00 at the end of 3 months from date of mortgage; also \$2000.00 at the end of 3 years from the date of mortgage, together with interest thereon, according to the condition of two notes bearing even date "herewith" executed by the said John H. Thien to mortgagee and shall moreover pay interest thereon semi-annually at the rate of 12% per annum till paid upon principal sum.

Recorded Aug. 21, 1852 at 7 P.M. and transcribed in Volume D of mortgages, on pages 119 and 120.

Note: On margin of record: "Satisfied Volume 3, page 300."

34. William Justin,) Power of Attorney, dated and ackd.
) to) Mar. 14, 1853. Makes, constitutes
Emil Spengenberg,) and appoints Emil Spangenberg,
) "my true and lawful attorney for
me and in my name, place and stead, to sell, endorse and assigns
a certain promissory note bearing date on the 19th day of August,
A. D. 1852, made by one J. H. Thien and Betty, his wife, to me,
the said William Justin for the amount of two thousand dollars
with interest thereon at the rate of twelve per cent per annum,
payable three years from the date thereof, and to grant, assign,
and set over a certain mortgage bearing date on the same day and
year aforesaid, given by the said J. H. Thien and Betty, his wife,

to me, the said William Justin, on the following property, to-wit: All that part of the Northwest quarter of Section 23-9-21 East, not heretofore sold by the said J. H. Thien and wife and being thirty acres more or less; also all buildings, mills and dams, and water privileges, thereunto belonging, or appertaining, the said mortgage being registered in the Register's office of Washington County, State of Wisconsin, in Volume H on page 327, 328, and 329 and the said mortgage being conditioned for the payment of the two thousand dollars aforesaid with interest thereon, at the rate aforesaid, and to assign and deliver all collateral policies ad assurance and other writings of any kind whatsoever, giving and granting unto the said attorney full power and authority to do and perform all any every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all interests and purposes, as I might or could do, if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute, shall lawfully do or cause to be done by virtue thereof." Recorded Aug. 22, 1855 at 1 P.M. in Vol. 4 of Deeds, page 612 and 613.

35. William Justin, by Emil Spangenberg, his attorney in fact,	)	Satisfaction, dated and ackd.
	)	Aug. 9, 1855, ackd. satisfaction
to	)	and payment "in full of a cer-
John H. Thien and Betty, his wife,	)	tain mortgage bearing date the
	)	19th day of August, A. D. 1852,
	)	executed by John H. Thien and

Betty Thien, his wife, to him which said mortgage was duly recorded in the office of the Register of Deeds, of the County of Washington, in the State of Wisconsin, on the 21st day of August, A. D. 1852, at 7 o'clock P. M. in Volume H. of Mortgages, on pages 327, 328, and 329 and does hereby release the same, and all his right, title and interest in and to the premises described and authorizes the Register of said County do enter this satisfaction of record.

Recorded Aug. 22, 1855 at 1 P.M. in Vol. 3 of Mtgs., page 300.

Note: On margin of record: "Mortgage D 119."

36. John Henry Thien) Mortgage, dated and ackd.
and Jacob Harz, signed)
J.H. Thien,) May 15, 1856. Cons. \$500.00.
to)
Wm. Hayssen,) Conveying: All of the following
) described real estate in Ozaukee
) County: commencing at the S. W .
corner of the N. $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of Section 23-9-21 East,
and running from there E. about 18 rods to a post, from there N.
about 18 rods to a post, from there about 18 rods W. to a post,
and from there about 18 rods S. to the place of beginning, con-
taining 2 acres in a square to secure the payment of the sum of
\$500.00 in 4 years from date with 7% interest per annum, payable
annually, the said sum of five hundred dollars being a part of
the purchase money for the above premises, according to the con-
dition of one certain note bearing even date herewith, executed
by mortgagors to mortgagee as collateral security.

Recorded May 20th, 1856 at 12 M. in Vol. 4 of Mortgages, on pages 258, 259 and 260.

Note: On margin of record: "Satisfaction in full in Vol. 22, page 53. "

37. William Hayssen,) Satisfaction, dated and ackd.
 signed Wilh. Hayssen,)
) Feb. 5, 1856. Ackd. satisfac-
 to) tion and payment of a certain
 J. H. Thien and) mortgage, bearing date May 15
 Jacob Harz,) 1856, "executed by J. H. Thien
 and Jacob Hartz to me" and recorded in Register's office Ozaukee
 County, May 20th, 1856, at 12 M. in Volume 4 of Mortgages, on
 pages 258 and 259 and releases the same and all his right, title,
 and interest in and to the premises therein described and author-
 izes Register of said County to enter this satisfaction of record.
 Recorded Feb. 15, 1877 at 6 P.M. in Vol. 22 of Mtgs., page 53.

38. John Henry Thien,) Mortgage, dated and ackd.
 and Betty, his wife,)
 (signed J. H. Thien,)) April 12, 1859. Cons. \$1000.00.
 to) Mortgaging all of the following
 Adam Nolde,) real estate, situated in the
) County of Ozaukee, State of Wis-
 consin, to-wit: All part of the Northwest quarter of Sec. 23-9-
 21 East, not heretofore sold by the parties of the first part and
 being 30 acres, more or less, also all buildings, mills, mill dams,
 and water privileges., thereunto belonging and appertaining, res-
 erving therefrom a certain lot of 68 feet, front by 100 feet E.
 of the Green Bay Road and South of Au and Henes lot, to secure
 the payment of the sum of \$1000.00 current gold coins, of the
 United of N. A. " in one year from date, with 12% interest per

annum, to be paid semi-annually, according to the conditions of a certain note bearing even date with mortgage, executed by John Henry Thien, one of the said parties of the first part, to the said party of the second part as collateral security.

Recorded April 12, 1859 at 12 M. in Volume 8 of Mortgages, page 178.

Note: On margin of record: papers filed; notice of pendency of Action on foreclosure of this mortgage, April 7th, A. D. 1859.

39. John Henry Thien and) Mortgage, dated and ackd.
Beth, his wife, signed)
J. H. Thien and Betty) September 12, 1859. Cons. \$200.
Thien,)

to)
Adam Nolde,) Mortgage all of the following
) real estate, situated in the
) County of Ozaukee and State of
) Wisconsin, to-wit: All that

part of the Northwest quarter of Sec. 23-9-21 East, not heretofore sold by the parties of the first part, and being thirty acres not heretofore sold by the parties of the first part, and being 30 acres more or less, also all buildings, mills, mill dams, and water power privileges thereunto belonging and appertaining, reserving therefrom a certain lot 68 feet front by 100 feet, East of the Green Bay Road, and south of Bour and Hens lot" to secure the payment of the sum of \$200.00 in one year from date with 12% interest per annum, according to the conditions of a certain note bearing even date with Mortgage, executed by John Henry Thien one of the said parties of the first part to said party of the second part as collateral security.

Recorded Sept. 14, 1859 at 8 A.M. in Vol. 8 of Mortgages, on page 325.

Note: No entry on margin of records.

Note: Reception Index (Vol. 7) gives name of Grantee in this Mortgage as Henry Kohway, Grantor, Henry Thien.

40. Henry Thien and) Mortgage, dated and ackd.
Betty, his wife, signed)
J. H. Thien and Betty) May 15, 1863. Cons. \$2000.00.
Thien,)
to) Mortgaging: All the following
Henry Hohway,) real estate situated in the
) County of Ozaukee and State of
) Wisconsin, to-wit: So much of
the South $\frac{1}{2}$ of the N. W. frl $\frac{1}{4}$ on Section 23-9-21 East, as lies
N. of the Milwaukee River, and which has not been heretofore deed-
ed, the premises hereby described contain about 25 acre and are
known as the Mill property of the said Henry Thien. To secure
the payment of the sum of \$2000.00 according to the conditions
of one certain note bearing even date with Mortgage, executed
by Henry Thien one of the said parties of the first part as
collateral security. (U. S. Stamps \$1.00.)

Recorded June 11, 1863 at 4 P.M. in Vol. 10 of Mtgs., page 584.

Note: On margin of record: Satisfied Volume 15 on page 475.

41. Henry Kolway,) Satisfaction of Mortgage, dated
to) June 27, 1870. Ackd. June 22,
J. H. Thien and) 1870. Ackd. satisfaction and
Betty, his wife,) payment in full of mortgage
) dated May 15, 1863 executed by

J. H. Thien and Betty Thien, his wife, recorded June 11, 1863, at 4 P.M. in Volume 10 of Mortgages, page 184, and releases the same and all his right, title and interest in and to the premises therein described and authorizes Register of said County to enter this satisfaction of record.

Recorded June 25, 1870 at 5 P.M. in Vol. 15 of Mtgs., page 475, and 476.

Note: On margin, 10.584."

42. John H. G. Thien,) Mortgage, dated and ackd.
and Anna, his wife,)
) July 13, 1870. Cons. \$2000.00.
to)
) Conveying: All that part of
Gustav Goetze as special)
guardian for Anna Elizabeth) the S. $\frac{1}{2}$ of N. W. $\frac{1}{4}$ of Sec.
Thien, a minor,)
) 23-9-21 East, whereof John Henry
) Thien, late of said Ozaukee Co.,

died seized being about 30 acres of land, together with the dwelling house, grist mill, saw mill and all other buildings thereon, situate and together with all appurtenances, right, privileges, easements, improvements, water power, mill dams etc., belonging and appertaining to said real estate and mills; excepting therefrom that portion of said land lying north of the mill pond and canal upon said premises on which there are no buildings being about 24 acres. "To have and to hold the above bargained premises with the appurtenances unto the said party of the second part, his successors and assigns forever. Conditioned for the payment of said John H. G. Thien, the said party of the second part, his successors, executors, administrators or assigns, of the sum of

\$2000.00, "when the said minor Elizabeth Thien shall obtain the age of eighteen years, that is to say on the 5th day of September, A. D. 1879, according to the conditions of a certain bond, bearing even date herewith executed by said John H. G. Thien to Mortgagee as collateral security.

Recorded Aug. 9, 1870 at 2 P.M. in Vol. 16 of Mortgages, on page 345.

43. John H. G. Thien,) Bond, dated and sealed July
to) 13th, 1870, in the penal sum
Gustav Goetze, as special guardian, duly appointed by the Circuit Court of said County, of Anna Elizabeth Thien, a minor,) of \$4000.00 to be paid to
) Gustav Goetze, as special guardian for said infant as aforesaid
) conditioned for the payment to
) Gustav Goetze, as Special Guardian for Anna Elizabeth Thien, a minor, or to his certain atty, successors or assigns, the sum of \$2000.00, when said minor shall attain the age of 18 years, that is to say, on the 5th day of September, 1879. (No acknowledgement.)

Recorded Aug. 9, 1870 at 5 P.M. in Vol. 15 of Mortgages page 480.

44. Henry Thien and Anna, his wife,) Mortgage, dated and ackd.
) Feb. 27, 1871. Cons. \$1.00.
to) Conveying: All that part of
Gustav Goetze, as Guardian of Helena Thien, Henry Thien, Elly Thien and Emily Thien, infants,) the S. $\frac{1}{2}$ of N. W. frl $\frac{1}{2}$ Sec.
) 23-9-21 East, of which John H.
) Thien, late of said County of
) Ozaukee, died seized, together

with the dwelling house, grist mill, and saw mill, and all other buildings thereon situate and together with all the appurtenances, right, privileges, easements, improvements, water powers, mill dams, etc. belonging and appertaining to said real estate and mills, said land being about 30 acres in extent, together with all the privileges and appurtenances to the same belonging, to secure the payment by said Henry Thien to said party of the second part, his successors or assigns of the sum of \$1666.84 on Dec. 18th, 1879, without interest, the same being due then for the purchase money of the right, title, and interest of said infants, above named, in and to certain real estate in Milwaukee County, Wisconsin, this day conveyed by said party of the second part to said Henry Thien by authority of the Circuit Court of Milwaukee County, and each of said infants being entitled to an equal $\frac{1}{4}$ of the said sum hereby conveyed, according to the conditions of four promissory note, bearing even date herewith, executed by the said Henry Thien, to Mortgagee.

Recorded March 30, 1871 at 9 A. M. in Volume 15 of Mortgages, on page 624 and 625.

(\$.50 U. S. Stamps.)

Note: On margin, "Assignment of the part of Helene Thien in Vol. 22, on page 302, assigned Volume 29, page 220."

45. Helena Tholen,
formerly Helena Thien,

to

Charles A. Miller,

) Assignment, dated and ackd.
) March 29, 1881. Cons. \$414.00,
) Granting, bargaining, selling
) assigning and setting over,
) "All my right, title, and interest

into a certain Indenture of Mortgage, executed by Henry Thien and Anna Thien, his wife, of Ozaukee County, State of Wisconsin, and dated the 27th day of February, A. D. 1871, to one Gustav Goetze, special guardian of said Helena Tholen, formerly Thien, on certain lands, in the Town of Mequon, together with the note of \$416.66 payable to me therein referred to" and recorded in the office of the Register of Deeds, of Ozaukee County, March 30th, 1871 at ____ o'clock ____ M. in Volume 15 of Mortgages, on page 624. And covenants "that there is now due and owing to me on the said note and mortgage," a sum not less than \$416.66 of principal, and that she has good title to assign the same." Recorded March 30, 1881 at 1 P.M. in Vol. 22 of Mtgs., page 302.

46. Charles A. Mueller,) Assignment, dated and ackd.
) June 15, 1881. Cons. \$432.00.
 John M. Bostwick,) Bargains, sells, and assigns
) and sefs over unto John M. Bost-
 wick "all my right, title, and interest in a certain indenture of Mortgage, executed by Henry Thien, and Anna Thien, his wife, formerly of the Town of Mequon, County of Ozaukee, State of Wis., and dated the 27th day of Feb. 1871 to one Gustav Goetze, special guardian of the said Helena Tholen formerly Thien on certain land, in the Town of Mequon, together with the note of \$416.66 payable to Helen Thien aforesaid therein referred to, which Mortgage was duly recorded in the office of the Register of Deeds, in and for the County of Ozaukee, Wisconsin on the 30th day of

March, A. D. 1872, in Volume 15 of Mortgages, on page 624, covenants that there is now due and owing "me" on note and Mortgage, a sum not less than \$432.00 of principal and interest and that he has good right to assign same.

Recorded Sept. 25, 1883 at 10 A.M. in Vol. 24 of Mtgs., on pages 220 and 221.

47. On margin of record of mortgage, at page 624, Volume 15 of Mortgages, is the following satisfaction:

Satisfaction and pay in full of the part and interest of Helena Tholen, in this Mortgage is hereby acknowledged.

Dated September 25, 1883.

Signed J. M. Bostwick,

"Attest" Walter Zastrow--Register.

48. Henry Thien and
Anna, his wife,

to

Betty Goetze, wife
of Gustav Goetze,
and lately known
as Betty Thien,
widow of John H.
Thien late of
Ozaukee County,
Deceased,

) Mortgage. Dated and ackd.
) Feb. 27, 1871. Cons. \$1.00.
) Conveying: All that part of
) the South $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of
) $\frac{1}{4}$ of Section 23-9-21 East, of
) which John H. Thien, late of
) said County of Ozaukee died
) seized together with the
) dwelling house, grist mill,

saw mill, and all other buildings, thereon, situate and together with all the appurtenances, right, privileges, easements, improvements, water powers, mill dams, etc. belonging and appertaining to said real estate and mills, said land being about 30 acres in extent, together with all the privileges and appurtenances to the same belonging conditioned that if the said Henry

Thien, said party of the first part, his heirs, executors or administrators, shall pay or cause to be paid to the said party of the second part, her heirs, executors or administrators or assigns, the just and full sum of five hundred dollars per annum, in quarterly payments of one hundred and twenty five dollars each, from and after the 1st day of November 1870, for and during her natural life, and in case of her death before all the five daughters of said John H. Thien, deceased shall have attained the age of eighteen years, shall pay from and after the death of said Betty, party of the second part, the annual sum of one hundred dollars to each of said daughters, then under 18 years of age, until each daughter shall attain that age, or until her death before attaining to that age, such latter payments to be made quarterly in the sum of twenty five dollars according to the conditions of a certain agreement bearing date November, 1, 1864, executed by the said parties hereto in duplicate, binding as above the party of the first part to the said party of the second part, and shall moreover pay annually to the proper officers all taxes which shall be assessed on the said real estate, then these presents shall be null and void.

Recorded March 30, 1871 at 9 A.M. in Vol. 15 of Mtgs., page 625.

(U. S. Stamps 50¢)

49. Henry Thien and
Anna Thien, his wife,

to

Betty Goetze, wife of
Gustav Goetze, and
lately known as Betty
Thien, widow of John
H. Thien, late of Oz.
County, deceased,

) Mortgage dated and ackd. Feb.
) 27th, 1871. Cons. \$1.00. Con-
) being: All that part of the S.
) $\frac{1}{2}$ of the N. W. cor^r $\frac{1}{4}$ of Sec.
) 23-9-21 East, of which John H.
) Thien late of said County of
) Ozaukee died seized, together

with the dwelling house, gristmill, saw mill and all other buildings, thereon situate and together with all the appurtenances, right, privileges, easements, improvements, water power, mill dams, etc. belonging and appertaining to said real estate and mills, about 35 acres in extent, together with all the privileges and appurtenances to the same belonging; conditioned that if the said Henry Thien, said party of the first part, his heirs, executors, or administrators, shall pay or cause to be paid to the said party of the second part, her heirs, executors, administrators or assigns, the just and full sum of Four hundred and sixteen $66/100$ dollars on the 18th day of Dec. A. D. 1879, being the day on which Emily Thien a child and heirs of John H. Thien late of Ozaukee County, deceased, will attain her majority, without interest, according to the conditions of a promissory note bearing even date herewith executed by said Henry Thien to Mortgagee,

Recorded March 30, 1871 at 9 A. M. in Vol. 15 of Mortgages, on pages 627, 628, and 629.

50, Henry Thien and Anna Thien, his wife,	)	Mortgage. Dated and ackd.
to	)	Feb. 11, 1875. Cons. \$6000.00.
German Exchange Bank, a corporation of Mil- waukee, Wisconsin,	)	Conveying: All that part of the
	)	S. $\frac{1}{2}$ of the N. W. cor ^r $\frac{1}{4}$ of Sec.
	)	23-9-21 East, whereof John E.
	)	Thien, late of Ozaukee County,
	)	Wisconsin, died seized, being
	)	about 30 acre of land, together

with the dwelling house, grist mill, saw mill, mill dam, and all other buildings, appurtenances, easements, and privileges thereunto belonging, and other real estate; conditioned for the payment by said Henry Thien of the sum of \$6000.00 in 1 years from the date of mortgage, with interest thereon at the rate of 10% per annum, according to the condition of a certain Bond bearing even date with mortgage and executed by Henry Thien, to Mortgagee, as collateral security.

Recorded Feb. 13, 1875 at 5 P. M. in Vol. 20 of Mortgages, on page 342.

51. Claus Kroehnke,) Mortgage. Made and ackd.
to) Feb. 16, 1885. Consideration
Betty Goetze,) of part of the purchase money
) of the lands herein described,
) conveying the premises as described in No. 88 of this abstract. To have and to hold the above bargained premises with the appurtenances, unto the said party of the second part, her heirs and assigns forever. PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Claus Kroehnke party of the first part, his heirs, executors, administrators or assigns, shall well and truly, pay, or cause to be paid to the said party of the second part, the sum of \$500.00 per annum, each and every year in quarterly installments, of \$125.00 each, as long as said party of the second part shall live, the first installment to be paid on the first day of May, 1885, and an installment thereafter, on the 1st day of August, November, February and May, of each year, as long as said party of the second part shall live, thence these presents shall

cease and be null and void.

Recorded Feb. 26, 1886 at 4½ P. M. in Vol. 24 of Mtgs., page 393-4.

52. Betty Goetze,)	
a widow,)	
to	)	No. 71281 (PARTIAL RELEASE)
Claus Kroehnke,)	

WHEREAS, on the 23rd day of September, A. D. 1910, Claus Kroehnke, no wife named, duly executed to Betty Goetze, a widow, a mortgage to secure the payment to said Betty Goetze, of the sum of Five Hundred (\$500.00) Dollars per year during her life, which said mortgage was on the 26th day of February, 1885, duly recorded in the office of the Register of Deeds of the County of Ozaukee, in the State of Wisconsin, in Volume 24 of Mortgages, on pages 393 and 394, and which said mortgage covered with other property, the premises hereinafter described:

AND WHEREAS, the above named mortgagor has requested said Betty Goetze to release from the lien of said mortgagee to property hereinafter described;

NOW, THEREFORE, in consideration of the sum of One Dollar to her in hand paid by the said Mortgagor, the said Betty Goetze, hereby releases from the lien and the operation of said mortgage the following portion of said mortgaged premises, to-wit: That certain piece or parcel of land, lying and being in the the County of Ozaukee, and State of Wisconsin, known and described as follows, viz:

Commencing at the South west corner of a certain lot not owned by Johanna Thiermann and as described and conveyed in

a certain Quit Claim Deed, and recorded in Volume 30 of Deeds, on page 475, and of record in the office of the Register of Deeds, in Ozaukee County, running thence East along the South line of said lot 48 feet thence South parallel with the East line of the Green Bay Road 34 feet, thence west 48 feet parallel with the North line of premises hereby intended to be conveyed, thence North 34 feet along East line of Green Bay Road to the place of beginning, and all situated in the S. W. quarter of the N. W. frl. quarter of Section 9-10-21 East.

The said Betty Goetze retains a lien upon the balance of the premises (not heretofore released) described in said mortgage, to secure the principal sum unpaid, to-wit: Five hundred dollars per year during her life time, dollars with all interest on the same remaining unpaid, according to the terms and conditions of said mortgage.

IN WITNESS WHEREOF, the said Betty Goetze has hereunto set her hand and seal this 23rd day of September 1910.

Betty Goetze (seal)

Signed, sealed and delivered in presence of:

Wm. F. Schanen.

Cecilia G. Leek.

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 23rd day of September 1910 the above named Betty Goetze, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Wm. F. Schanen, Notary Public.

My commission expires July
27, 1913. Ozaukee County, Wis'

Notarial Seal.

Recorded Feb. 21, A. D. 1911 at 3:30 P. M. in Volume 45 of
Mortgages, on page 584.

53. Peter J. Kroehnke,
and Laurentine, his wife,

to

Anna Thien,

) Mortgage. Dated and ackd.
) March 1, 1888. Cons. \$1500.00.
) Conveying: the following des-
) cribed parcel and being in the
) S. $\frac{1}{2}$ of the N. W. frl $\frac{1}{4}$ N. of

Milwaukee River in Section 23-9-21 East, commencing at a point
in the easterly line of land owned by Elsie Zimmermann, widow
and devisee of Wm. Zimmermann, deceased, which is 12 feet North,
and 8 degrees East of the S. E. corner of said Elsie Zimmermann's
land, running thence N. 8 degrees East 228.14 feet to a point
which is 15.16 rods North 8 degrees East from the S. E. corner
of the said Elsie Zimmermann's land, thence East 12 rods, thence
N. 6.24 rods, thence West 19.72 rods to a point on the East side
of the Green Bay road which point is 23.4 degrees N. of the S.W.
corner of said lands of Elsie Zimmermann, thence N. 14 degrees
East 2.06 rods along the said East side of railroad to the S. W.
corner of a building formerly belonging to the Thiensville Fire
Engine Company, thence South 76 degrees East 6106 to a point
76/100 rods North of the North line of the land owned by Dr.
Rosenthal; thence North 14 degrees East 5.28 rods, thence East
6.06 rods to the school house lot belonging to school district

No. 3 of Town of Mequon; thence South 14 degrees West 3.02 rods along the West side of said school house lot to the South west corner thereof; thence East 6.13 rods to the S. E. corner of said school house lot; thence North 14 degrees 6.06 rods to the N. E. corner of said lot, thence East 113.08 rods to the N. and S. quarter line of said section; thence S. 27.32 rods on said quarter line to the N. bank of the Milwaukee river; thence westerly along the N. bank of said river to the E. boundary line of a certain tract of land conveyed described in a deed executed by Frank Delles, as sheriff of Ozaukee County to Anna Thien and Frederick A. Memmler, dated May 20th, 1879, and recorded in the office of the Register of Deeds, of said County, June 5th, 1879, in Volume 27 of Deeds, on page 450, etc., thence North 12 rods to the N. E. corner of the tract of land described in said sheriff's deed, thence westerly in a straight line to the place of beginning. Also commencing on the N. bank of the Milwaukee River at the S. W. corner of the tract of land described in said sheriff's deed; thence N. 31 degrees 30' W. 2.72 rods to the East line of the G. B. rods at the N. E. cor. of what is known as Henry Thien's house lot; thence S. W. along the line of said G. B. road to Pigeon Creek; thence Southeasterly along said Pigeon Creek to the Milwaukee River; thence N.E. along said river to the place of beginning; said lands being in the County of Ozaukee and in the State of Wisconsin, being the same premises the 19th day of May 1885 conveyed to the said Peter J. Kroehnke by the said Anna Thien and Henry Thien, and these presents are give to secure the payment of part of the consideration money of said premises. To have and to hold the above bargained

premises with the appurtenances, unto the party of the second part, her heirs and assigns forever, to secure the payment of the sum of \$1500.00. \$500.00 of which should be paid on Mar. 1st, 1889, and the remaining \$1000.00 on the first day of Mar. 1891, and interest on said sum from date annually at the rate of 6% per annum, until said principal sums shall be paid according to the condition of two certain promissory notes, bearing even date with mortgage, executed by said Peter J. Kroehnke, to mortgagee as collateral security.

Recorded March 23, 1888 at 1 P. M. in Volume 29 of Mortgages, pages 426-427-428.

Note: On margin: "Assigned Vol. 31 page 67, satisfied in Volume 26, on page 528.

54. Anna Thien,) Assignment, dated and ackd.
to) May 21, 1889. Cons. \$1000.00.
Rudolph Nunnemacher,) Grants, bargains, sells and
) assigns and sets over unto
) Robert Nunnemacher the mortgage executed by Peter J. Kroehnke and Laurentine, his wife, and dated March 1, 1888, to Anna Thien on certain lands in the County of Ozaukee, together with the one remaining promissory note therein referred to and which mortgage was recorded in the office of the Register of Deeds of Ozaukee County, March 23, 1888 at 1 P. M. in Volume 29 of Mortgages, on page 246. Covenants that there is due and owing a sum not less than \$1000.00 of principal and interest and that she has good right to assign

the same.

Recorded May 22, 1869 at 2 P.M. in Vol. 31 of Mtgs., page 67.

55. Rudolph Nunnemacher,) Satisfaction, dated and ackd.
) March 9, 1891. Certifies, ackd.
to) that a certain mortgage bear-
Peter J. Kroehnke,) ing date the first of March
) 1888, made and executed by

Peter J. Kroehnke and Laurentine Kreehnke, his wife, to Anna Thien and by her duly assigned to "me" and recorded in the office of the Register of Deeds, of Ozaukee County, March 23rd, 1891, at 1 P. M. in Volume 29 of Mortgages, on page 426, is fully paid satisfied and discharged and authorized the Register of said County to enter this satisfaction of record.

Recorded March 13, 1891 at 8 A. M. in Volume 26 of Mortgages, on page 528.

56. Herman Poeltzig,) Mortgage. Made and ackd.
a widower,) August 3, 1917.
) Conveying: A piece of land ly-
to) ing in the South half of the N.
Johanna Thiermann,) W. frl. quarter of Sec. 23-9-21

East in Ozaukee County, Wisconsin bounded and described as follows: Beginning at the Northeast corner of the South half of the said Northwest frl. quarter of said Section 23; running thence W. along the North line of the said South half of the North west frl. quarter of said section 23, 1481.00 feet to the West line of a lane; thence South 2 degrees 54' East along the West line of

said lane 392.50 feet, thence North 82 degrees 35' East 99.75 feet; thence South 198.00 feet to the North bank of the Milwaukee River thence East along the North bank of the said Milwaukee River, to the East line of said Northwest fractional quarter of said section 23; thence North on the East line of the said Northwest fractional quarter of said section 23; 450.78 feet to the place of beginning, containing 15.33 acres of land more or less.

Excepting therefrom a strip of land 13.09 feet wide and 198 feet long conveyed this date by a Quit Claim Deed by said party of the first part to Adalia L. Fisher and Jessie P. Everts for the purpose of correcting an error in a certain Warranty Deed. executed by them, March 10, 1915 to said first party Herman Poeltzig.

To secure the payment of \$123.75 as per condition of one note bearing even date herewith.

Recorded Aug. 11, 1917 at 10 A.M. in Vol. 52 of Mtgs., page 451.

57. Johanna Thiermann,	)	Satisfaction and payment in full
to	)	of the mortgage dated August 3,
Herman Poeltzig,	)	1917 and recorded August 11, 1917
	)	at 10 A.M. in Volume 52 of Mtgs.
	)	page 451, is hereby ackd. Feb.
	)	24, 1919.
	)	Recorded Feb. 27, 1919 at 3 P.M.
	)	in Vol. 57 of Mtgs., page 200.

58. Herman Poeltzig,) Mortgage. Made and ackd.
a widower,)
to) September 24, 1915.
Johanna Thiermann,) Conveying: A piece or parcel of
) land lying and being in the S. $\frac{1}{2}$
) of the Northwest fractional quar-
ter of Section 23-9-21 East in said County of Ozaukee and State of
Wisconsin bounded and described as follows, to-wit: Beginning in
the Northeast corner of the South half of the said Northwest frl.
quarter of said section 23 running thence West along the North
line of the said South half of the Northwest fractional quarter
of said section 23, 1481.00 feet, to the West line of a lane,
thence South 2 degrees 54' East along the West line of said lane
392.50 feet, thence North 82 degrees 35' East 99.75 feet, thence
South 198.00 feet to the North bank of the Milwaukee River, thence
East along the North bank of the said Milwaukee River, to the
East line of the said Northwest fractional quarter of said Section
23, thence North on the East line of said Northwest fractional
quarter of said section 23 450.78 feet to the place of beginning
containing 15.33 acres of land more or less.

To secure the payment of \$3500.00 as per condition of one note
bearing even date herewith.

Recorded Sept. 30, 1915 at 3:30 P. M. in Vol. 53 of Mtgs., page 363.

59. Johanna Thiermann,) Assignment of the mortgage dated
to) September 24, 1915 and recorded
Ella Goltermann,) September 30, 1915 at 3:30 P.M.
) in Vol. 53 of Mortgages, on page
) 363, is hereby ackd. March 18,
) 1916.

Recorded March 22, 1916 at 8 A. M. in Vol. 56 of Mortgages,
on page 15.

60. Ella Goltermann,) Satisfaction and payment in
to) full of the mortgage dated
Herman Poeltzig,) September 24, 1915 and record-
) ed September 30, 1915 at 3:30
) P. M. in Volume 53 of Mtgs.,
) on page 363, is hereby ackd.
) May 21, 1921.
) Recorded June 7, 1921 at 8 A.M.
) in Vol. 64 of Mtgs., page 425.

61. Herman Poeltzig,) Mortgage. Made and ackd.
widower,) January 4, 1922.
to) Conveying: A piece of land
B. E. Mohrhusen and) lying in the South half of
Anna Mohrhusen, as) the Northwest fractional quar-
husband and wife in) ter of Section 23-9-21 East in
his or her own right,) Ozaukee County, Wisconsin, bou-
or the surviving one,) nded and described as follows:
) Beginning at the Northeast cor-
) ner of the South half of the
) said Northwest fractional quar-
) ter of Section 23, running

thence West along the North line of the said South half of the Northwest fractional quarter of said section 23, 1481.00 feet to the West line of a lane; thence South 2 degrees 54' East along the West line of said lane 392.50 feet, thence North 82 degrees 35' East 99.75 feet, thence South 198.00 feet to the North bank of the Milwaukee River, thence East along the North bank of the said Milwaukee River, to the East line of the said Northwest fractional quarter of said Section 23; thence North on the East line of the said Northwest fractional quarter of said section 23; 450.78 feet to the place of beginning, containing 15.33 acres of land more or less.

To secure the payment of \$1000.00 as per condition of one note bearing even date herewith.

Recorded Jan. 18, 1922 at 8 A.M. in Vol. 63 of Mortgages, on page 305.

62. B. E. Mohrhusen,
and Anna Mohrhusen,
as husband and wife,

to

Herman Poeltzig,

) Satisfaction and payment in
) full of the Mortgage dated
) Jan. 4, 1922 and recorded Jan.
) 18, 1922 in Volume 63 of Mort-
) gages, on page 305 is hereby
) ackd. Dec. 27, 1923.
) Recorded Dec. 29, 1922 at 11 A.
) M. in Vol. 68 of Mortgages, on
) page 107.

63. Herman Poeltzig,) Mortgage. Made and ackd.
a widower,)
) August 3, 1917.
to)
) Conveying: A piece or parcel
Johanna Thiermann,)
) of land lying and being in
) the South half of the North

west fractional quarter of Section 23-9-21 East in said County of Ozaukee and State of Wisconsin, bounded and described as follows, to-wit: Beginning at the North east corner of the South half of the North west fractional quarter of said Section 23 running thence West along the North line of the said South half of the North west fractional quarter of said Section 23, 1481.00 feet to the West line of a lane, thence South 2 degrees 54 minutes East along the West line of the said lane 392.50 feet, thence North 82 degrees 35' East, 99.75 feet; thence South 198.00 feet to the North bank of the Milwaukee River; thence East along the North bank of the said Milwaukee River to the East line of the said North west fractional quarter of Section 23, 450.78 feet to the place of beginning, containing 15.33 acres of land more or less, excepting therefrom a strip of land 13.09 feet wide and 198 feet long conveyed this date by a Quit Claim Deed by said party of the first part to Adalia L. Fisher and Jessie P. Everts for the purpose of correcting an error in a certain Warranty Deed executed by them March 10, 1915 to said first party Herman Poeltzig. Among other lands. To secure the payment of \$123.75 as per condition of one note bearing even date herewith.

Recorded Aug. 11, 1917 at 10 A. M. in Vol. 52 of Mtgs., page 451.

64. Johanna Thiermann,) Satisfaction and payment in
to) full of the Mortgaged dated
Herman Poeltzig,) August 3, 1917 and recorded
) August 11, 1917 at 10 A. M.
) in Vol. 52 of Mtgs., page
) 451 is hereby ackd. Feb.24,
) 1919.
) Recorded Feb. 27, 1919 at 3
) P.M. in Vol. 57 of Mtgs., on
) page 200.

65. Herman Poeltzig,) Mortgage. Made and ackd.
a widower,) September 24, 1915.
to) Conveying: A piece or parcel
Johanna Thiermann,) of land lying and being in the
) South half of the North west
) fractional quarter of Section
23-9-21 East in said County of Ozaukee and State of Wisconsin,
bounded and described as follows, to-wit: Beginning at the N.
east corner of the South half of the said North west fractional
quarter of said Section 23 running thence West along the North
line of said South half of the North west fractional quarter of
said Section 23, 1481.00 feet to the West line of a lane, thence
South 2 degrees 54' East along the West line of the said lane
392.50 feet; thence North 82 degrees 35' East 99.75 feet, thence

68. Circuit Court, Ozaukee County,) Certified Copy of
to) Order Discharging
Henry Thien and Anna Thien, his wife,) Mortgage.

STATE OF WISCONSIN: CIRCUIT COURT: OZAUKEE COUNTY:

In the Matter of the Mortgage of
Henry Thien and Anna Thien, his wife,
to German Exchange Bank, a corporation,
of Milwaukee, Wisconsin.

On Reading and filing the petition of P. J. Kroehnke and proof
being made to the satisfaction of the Court that on the 11th day
of February 1875, Henry Thien and Anna Thien, his wife of Ozaukee
County, Wisconsin, executed and delivered to the German Exchange
Bank, a corporation, of Milwaukee, Wisconsin, a certain Mortgage
of Real Estate situated in said County of Ozaukee which was duly
and legally recorded in the office of the Register of Deeds of
said County on the 13th day of February, A. D. 1875 at 5 P. M. in
Volume 20 of Mortgages, page 342, that said Mortgage has been
fully paid and satisfied; that the German Exchange Bank, a cor-
poration, of Milwaukee, Wisconsin, the Mortgagee has ceased to
exist and has no officer or agent in the State of Wisconsin com-
petent to discharge the same of record; and that said petitioner
is the grantee of the Mortgagors named in said mortgage and the
owner of the land described therein.

Therefore, It Is Ordered, that said Mortgage execute
and delivered by Henry Thien and Anna Thien, his wife, to the

69. William F. Schanen,
as administrator of the
Estate of Betty Goetze,
deceased,

to

Claus Kroehnke,

) Satisfaction and payment in
) full of the Mortgage dated
) Feb. 16, 1885 and recorded
) Feb. 26, 1886 at 4½ P.M. in
) Vol. 24 of Mtgs., page 393 is
) hereby ackd. Aug. 20, 1912.
) Recorded August 20, 1912 at
) 4:30 P.M. in Volume 49 of Mtgs.
) on page 335.

70. Thiensville Athletic
Association, signed by
Alfred J. Wittmann, Pres.,
and Raymond E. Yorkey,
Secretary,

to

A. H. C. Carthaus,
married,

) Mortgage. Made and ackd.
) September 15, 1924.
) Conveying: A piece of land
) lying in the South half of the
) Northwest fractional quarter
) of Section 23-9-21 East, in
) Ozaukee County, Wisconsin,

bounded and described as follows:

Beginning at the Northeast corner of the South one half of the
said Northwest fractional quarter, of said Section 23, running
thence West along the North line of said South one half of the
North west fractional quarter of said Section 23, 1337.4 feet
to a point, thence south 2 degrees East 376.46 feet to a point,
thence South 7 degrees East 198 feet to the North bank of the
Milwaukee River; thence East along the North bank of the said
Milwaukee River; to the East line of the said North west fraction-
al quarter of said Section 23; thence North on the East line of

the said Northwest fractional quarter of said Section 23,
450.78 feet, to the place of beginning, containing 14.06 acres,
more or less.

To secure the payment of \$4000.00 as per condition of one note
bearing even date herewith.

Recorded November 26, 1924 at 4:15 P.M. in Volume 55 of Mort-
gages, on page 46.

We hereby certify that by the aid of the tract indexes to the records of title of Ozaukee County, Wisconsin, we have made careful examination of the title of record to the real estate described in the caption of this examination hereof since the date of government entry to the present time, .. December 23, 1924 .. and from such examination find:

FIRST:

No conveyance or other instrument affecting or relating to the said real estate of record in the office of the Register of Deeds for said Ozaukee County, except as herein noted.

SECOND:

against No judgment docketed in the Circuit or County Courts of said Ozaukee County within the past ten years against Adalia L. Kroehnke, Jessie P. Everts, L. S. Everts, Herman Poeltzig, or the Thiensville Athletic Association, except as herein noted.

THIRD:

No unsatisfied mechanic's lien filed against the said real estate, except as herein noted.

FOURTH:

No unredeemed or uncanceled sales against the said real estate for taxes, except as herein noted.

Port Washington, Wisconsin,

Dated Dec. 23, 1924 at 11:00 A.M.

OZAUKEE COUNTY
ABSTRACT OF TITLE COMPANY

By [Signature]
President

