

Satisfaction of this mortgage is recorded in Vol. 13, page 328

This Indenture, Made this 23rd day of Sept; in the year of our Lord one thousand Eight hundred and sixty three between Charles Ingalls and Henry Quiner of the County of Pepin and State of Wisconsin Parties of the first part and Chas. Nunn of the County of Wabeshaw State of Minnesota of the second part Witnesseth, that the said part of the first part; for and in consideration of the sum of Three Hundred dollars to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain and sell unto the said party of the second part, his heirs and assigns forever. The South West Quarter of Section Twenty seven (27) in Township Twenty four (24) Range Fifteen (15) containing One Hundred and Sixty acres (160) more or less according to the Government Survey thereof. To have and to hold the above bargained premises, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. Provided Always, and these presents are upon this express condition, that if the said Chas. Ingalls & Henry Quiner parties of the first part, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said party of the second part, his heirs, executors, administrators or assigns the sum of Three Hundred dollars according to the condition of three certain promissory notes bearing even date herewith, executed by Charles Ingalls and Henry Quiner the said parties of the first part, to the said party of the second part, as collateral security, then these presents, and the said Mortgage shall cease and be null and void. And the said Charles Ingalls and Henry Quiner do further covenant and agree, that they will pay all taxes and assessments of every nature that may be assessed on said premises, prior to the day appointed in pursuance of any Law of the State for the sale of Lands for taxes, And also will pay the sum of twenty five dollars as Attorneys fees, in case of foreclosure of this Mortgage, by reason of the non-performance of any of the conditions

(over)

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Hereof by said parties of the first part, And in case of the non-payment of said sum, or any part thereof, at the time or times above limited for the payment thereof, or in case of the non-payment of any taxes that may be assessed on said premises in manner aforesaid; then and in either case, it shall or may be lawful for the said party of the second part, his heirs, executors, administrators, or assigns, and the said parties of the first part do hereby covenant and agree, and by these presents empower and authorize the said party of the second part, his heirs executors, administrators or assigns, to grant, bargain, sell, release, and convey the said premises, with the appurtenances therunto belonging, at Public Auction or Vendue, and on such sale to make and execute to the purchaser or purchasers, his heir or their and assigns forever, good, ample, and sufficient deeds of conveyance in the Law, pursuant to the Statute in such case made and provided; and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said Land together with the costs and charges, and the said sum of Twenty five dollars, Attorney's fees, as aforesaid; rendering the surplus moneys, if any there be, to the said parties of the first part, their heirs, executors, administrators, or assigns, after deducting the costs of such Vendue as aforesaid.

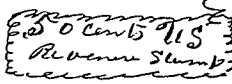
In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Robert Wright

Joseph Wright

State of Wisconsin } ss
County of Pepin }



Charles Ingalls

Henry Quiner

Caroline Ingalls

Polly M. Quiner

Seal
Seal
Seal
Seal

On this Third day of October A.D. 1863 before me, personally came the above named Charles Ingalls & Henry Quiner and Caroline Ingalls & Polly M. Quiner wives of the above to me known, and acknowledged that they executed the foregoing instrument for the uses and purposes therein mentioned.

Joseph Wright Justice of the Peace

For and in consideration of the sum of Two Hundred dollars to me in hand paid I do hereby assign sell and transfer all my right title and interest in and to the within Mortgage to Harvey J. Kellogg

In Presence of

H. A. Burmeister

W. W. Cassidy

Charles Ingalls

Seal