

ABSTRACT OF TITLE
FROM
VILAS COUNTY ABSTRACT COMPANY
TO

Lot Seven (7) of Section Twenty-two (22) Township Forty-two (42) North of Range 5 East, EXCEPTING the parcel described in Volume 94 of Deeds, page 355 as follows: A parcel of land in Govt. Lot 7 of 22-42-5 E. to be known as sub. lot "D" and more particularly described as follows: Commencing at the meander corner located at the NE corner of Govt. Lot 7, on the south shore of Manitowish Lake, said corner having been established by the U. S. Geodetic surveyors. Thence south on east line of Govt. Lot 7 and likewise the east line of section 22 on a bearing S 1 deg. 1'-21" East. a distance of 492 ft. to a stake. Thence on bearing N 83 deg. 51'-21" West a distance of 95.5 ft. to a stake. Thence west on bearing north 85 deg. 3' W a distance of 192 ft. to a stake to be known as the place of beginning. Thence north and parallel with the east line of Govt. Lot 7 bearing N 1 deg. 1'-21" W to a stake on the south shore of Manitowish Lake, a distance of 370 feet. Thence 200 ft. bearing S 80 deg. 0' W. and 100 ft. bearing N. 84 deg. 43' W following the shoreline of said Manitowish lake to a stake. Thence South and parallel with the east line of Govt. Lot 7 bearing S 1 deg. 1'-21" E to a stake on the north side of town road, a distance of 317 feet. Thence east along the north side of town road bearing S 85 deg. 3' E to the place of beginning, a distance of 298.5 ft. ALSO EXCEPTING the parcel of land described in Vol. 97 of D, page 351, as follows: A portion of govt. Lot 7 to be known as sub-lot "A" of Govt. Lot 7 in 22-42-5 E. more particularly described as follows: "Commencing at the meander corner located at the NE corner of Govt. Lot 7 on the south shore of Manitowish Lake, said meander corner established by U. S. Geodetic surveyors and is to be known as the place of beginning. Thence south on the east line of Govt. Lot 7 and likewise on the East line of Section 22, on a bearing of S. 1 deg. 1' 21" E. a distance of 492 ft. to a stake. Thence on bearing N 83 deg. 51' 21" W a distance of 95.5 ft. to a stake. Thence on a bearing N 1 deg. 1' 21" W. being parallel with the east line of govt. Lot 7, to a stake on the south shore of Manitowish Lake, a distance of 448 ft. thence bearing N 70 deg. 30' East along shoreline of said lake to place of beginning, a distance of 100 ft. area of this description equals 1.03 acres more or less. Bearings computed from sun observations. ALSO EXCEPTING the parcel described in Vol. 105 of Deeds, page 483 as follows: A parcel of land of Govt. Lot 7, Section 22, Township 42 North of Range 5 East,

MADE FOR

ABSTRACT OF TITLE
FROM
VILAS COUNTY ABSTRACT COMPANY
TO

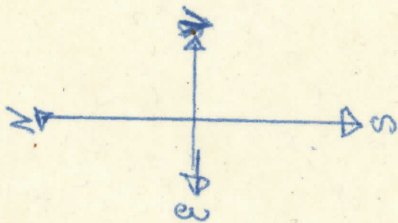
"Continued"

more particularly described as follows, to-wit: Commencing at the Meander corner located at the NE corner of said Govt. Lot 7; thence south on the east line of said Govt. Lot 7 a distance of 492 feet to a stake, thence westerly on a bearing N. 82 deg. 51'-21"W. a distance of 95.5 to a stake; thence on a bearing S. 85 deg. 3' E. further westerly to a stake, to be the Place of Beginning of the land to be described; thence Westerly further 97.7' on a bearing S. 85 deg. 3' E. to a stake, thence northerly on a bearing N. 1 deg. 1' 21" W. a distance of 370 feet to stake on shore of Manitowish Lake, thence northeasterly along the shore of said lake a distance of 100 feet to a stake on the lake shore, thence southerly a distance of 404 feet on a bearing of 1 deg. 1' 21" E. to the place of beginning. Also known as Sub Lot C of unrecorded plat of said Govt. Lot Seven.

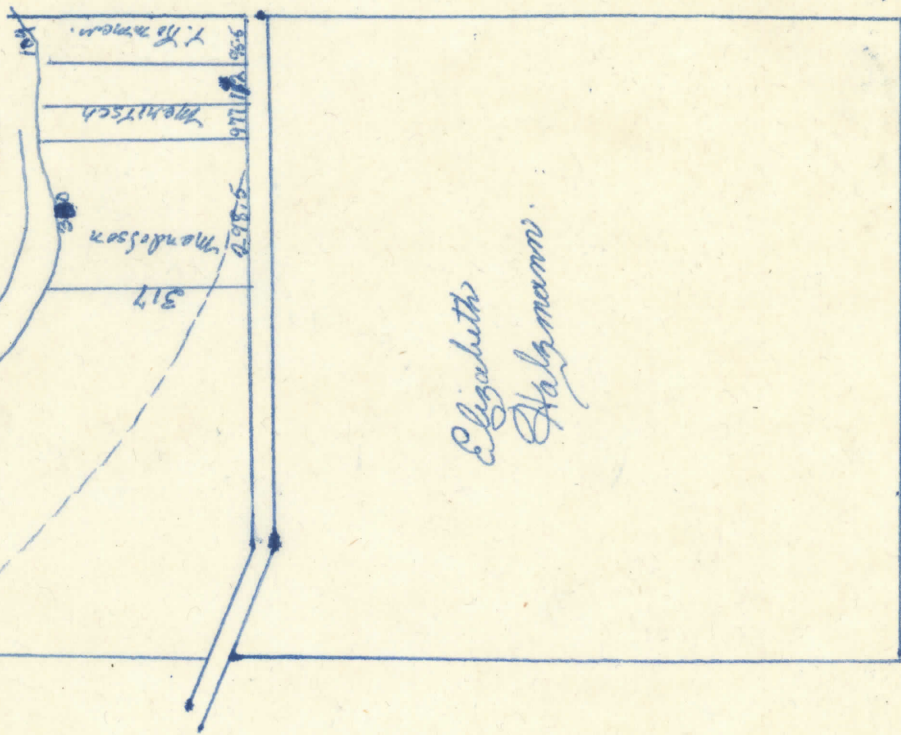
11950A

MADE FOR Morris Holzmann
Eagle River, Wisconsin.

Elizabeth
Hagmann.



Manitowish Lake.



11950 F

United States.

Grantor.

Patent

To

Dated August 1, 1874

John Ross.

Recorded March 20, 1876

Grantee.

Vol. A of Pats. page 60

Witnesses and Acknowledgment not required.

Conveys the land described in the Caption of this Abstract.

119504

Vol. 1 of slips, page 60

No. 1

John Ross and wife, Phebe,
Grantor.

To

Laird, Norton Company, a corporation
of the State of Minnesota.
Grantee.

Warranty Deed

Dated December 11, 1885

Recorded January 4, 1886

Vol. D of deeds, page 457

Consideration \$4000.00

Instrument is Properly Witnessed and Acknowledged.

Conveys the land described in the Caption of this Abstract.

11950*

Vol. 2 of slips, page 221

■ No. 2

Laird Norton Company

Cert. copy of Articles of
Incorporation etc.

Recorded Apr. 21, 1928

Vol. 8 of Misc., page 345

Certificate of Theodore Dammann, Secretary of State of State of Wis. April 13, 1928, that the annexed copy of Articles of Incorporation and Amendment is a true copy of the original on file in office of Secretary of State (Seal of State)

Affidavit of F. S. Bell, Secretary of Laird, Norton Co.

State of Minnesota, County of Winona. F. S. Bell, being sworn says that he is the Secretary of Laird Norton Co. a corporation organized under laws of Minnesota, that he is in custody of the original Articles of Incorporation and knows that they are the true originals. That the Exhibit A attached is a true copy of said Articles of Incorporation that this affidavit is made for purpose of authenticating said copy that the same may be filed in office of Secretary of State of Wis. in compliance with Sec. 1770b of State of Wis. of 1898N/1 that Laird Norton Co. may transact business in Wisconsin.

Signed and acknowledged Feb. 13, 1901

Exhibit A. or Articles of Incorporation.

The undersigned hereby associate to form a corporation under Chap. 34 of Gen. State of Minn.

1. Name- Laird Norton Co.

General nature- shall be manufacturing, purchasing, owning, selling, and dealing in Lumber in its various forms- and all other articles manufactured from wood operating mills, buying and dealing in lands- building in transportation, that is vessels and boats. Deals in stock, bonds, hold stock in other corporations. Loan money, accept mortgages, deal in real estate both within and without the state of Minnesota. Principal place of business shall be at Winona, Minn.

2. Corporation shall commence Oct. 1, 1883- continue for 30 years.

3. Capital stock \$1,500,000.00 full paid at time of commencement of business.

4. Highest amount of indebtedness or liability to which corporation shall be subject shall not exceed 1/2 amt. of capital stock.

5. Incorporators. William H. Laird, James L. Norton, Mathew G. Norton, all of Winona, Minn.

6. Names of first Board of Directors are the above named incorporators, said directors to hold until next annual election 1st. Pres. shall be Matthew G. Norton, 1st. pres-Vice and Supt. James L. Norton and 1st. Sec. and Treas. shall be William H. Laird. Officers of said corporation shall be a Pres., Vice. Pres., Supt., Sec., and Treas. and such other Officers managers or agents as may be elected by Board of Directors. Govt. of this corporation shall be vested in 3 directors, to be elected for term of 1 yr. at annual meeting of stockholders held on 4th Wed. of Jan. of each year at office of said corporation. Offices

100-950

of Supt. and Vice may be held by the same person, also Sec. and Treas. may be same person.

Art. 7. Capital Stock shall be 15,000 shares of \$100 each.

8. Board of Directors may adopt any by-laws- not inconsistent with Art. of Incorporation.

Signed and sealed Sept. 18, 1883 and acknowledged.

Sec. of State, Fred Von Baumbach, certifies that the within was filed for record in his office on Sept. 20, 1883 at 4 P.M. in Book 1 of Incorp. pages 341-345.

State of Minn., County of Winona, I hereby certify that the within was filed for record Sept. 22, 1883 at 3:45 P.M. in Book 2 of Misc., page 55-56-57 Ernest W. Rebstock, Register of Deeds.

Certificate of P. E. Hanson, Sec. of State of Minn. that the annexed copy is a true copy of the original articles of Incorporation filed in office of Sec. of State Sept. 20, 1883 in Vol. of Incorp. page 341 etc.

Signed and sealed Feb. 18, 1901.

Rec. and filed by P. Schmidt, Sec. of State Feb. 20, 1901.

Forfeiture declared May 1, 1908 is hereby rescinded Mar. 6, 1926

Signed Fred R. Zimmerman, Sec. of State.

License forfeited under Provis. of Sec. 1 Subsec. 7, Para. f. Chap. 562, Laws 1907 for failure to file annual report, May 1, 1908.

J. A. Frear, Sec. of State, License forfeited May 1, 1927 under Prov. of Sec. 226.02 for failure to file annual report, Theodore Dammann, Sec. of State.

State of Minn. Winona County.

George R. Little being duly sworn on oath says that he is the duly elected qualified and acting Sec. of Laird, Norton Co. That on Sept. 25, 1913, the Art. of Incorp. were amended and that Cert. of such Amendment was filed in office of Sec. of State. of Minn. on Sept. 26, 1913 and that a true copy thereof is hereby attached.

That since Jan. 1, 1907, there has been no other amendment.

Subscribed and sworn to before a Notary, March 3, 1926.

Cert. of Mike Holm, Sec. of State of Minn, that he has compared the annexed copy with the original instrument in the office of Sec. of State and recorded in Book 10- 3 of Incorp., page 427, and that it is a true copy thereof. Signed and sealed at Saint Paul, Minn., Mar. 2, 1926.

Resolved; That Art. 3 and Art. 7 of the original Articles of Incorp. be amended under prov. of Title 2 of 34 of Stat. of Minn.

Art. 3. Amt. of capital stock shall be \$150,000.00

Art. 7. Capital stock shall be 1500 shares at \$100 each.

the Pres. pro tem and the Sec. of said company shall prepare a cert. stating time when and in respect to which the original Art. were amended and recorded same in accordance with the laws.

Francis L. Bell and F. S. Bell, being duly sworn say they were the Pres. pro tem and the acting sec. at the special meeting which was called Sept. 25, 1913 for the purpose of amending said articles.

All of the stockholders were present either in person or by proxy and a written consent to the meeting was made. The amendment was passed unanimously by all stockholders present and represented .

113300

Francis L. and F. S. Bell (Corp. Seal)
Subscribed to before a Notary Public, Sept. 25, 1913.
Filed in office of Sec. of State Sept. 26, 1913 at 9 A.M.
State of Minnesota. Filed in office of Sec. of State of Wisconsin.
March 6, 1926. Fred R. Zimmerman, Sec. of State.
State of Minn., County of Winona. F. S. Bell and George R. Little
swear on oath that they are the duly acting, qualified Pres. and Sec.
of Laird, Norton Co. which was incorporated 1883 and was qualified
in 1907 to do business in Wisconsin. About 1909 such license was re-
voked for failure to file annual report. That said corporation has
not suspended its lawful business and at the time said forfeiture
was declared held title and now does to real estate in Wisconsin.
This affidavit is made for purpose of having said forfeiture rescinded.
by the Sec. of State of Wisconsin. Subscribed to before a Notary
Public, Feb. 16, 1926. Received and filed by Dept. of State of State
of Wisconsin, March 6, 1926. Fred R. Zimmerman, Sec. of State.

11958
R

Warren E. McCord and wife, Ellen C.
Grantor.

To

Laird Norton Company.
Grantee.

Quit Claim Deed

Dated August 12, 1890

Recorded Sept. 22, 1890

Vol. H of deeds, page 333

Consideration \$1.00

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the Caption of this Abstract.

Instrument recites that Grantor conveys all right, title and interest. claim and demand acquired by him under and by virtue of a certain agreement between the parties hereto bearing date September 2, 1881 and executed October 24, 1881 and by all acts and agreements and annual settlements.

Laird Norton Company by W. H.
Laird, Vice President and F. S.
Bell, Secretary with corporate
seal.

Grantor.

To

American Immigration Company.
Grantee.

Warranty Deed

Dated May 28, 1906

Recorded Dec. 20, 1906

Vol. 10 of D, page 580

Consideration \$2328.03

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the caption of this Abstract.

11950 F

AMERICAN IMMIGRATION COMPANY

Cer. copy of Articles of
Incorporation

Dated May 2, 1906

Recorded April 21, 1928

Vol. 8 Misc., page 342

Certificate of Theodore Dammann, Sec. of State of State of Wisconsin, April 13, 1928 that the annexed copy is a true copy of the record of Articles on filed in office of Sec. of State (Seal of State).

Certificate of J. H. Stanley, Register of Deeds of Chippewa Co., Wis. that a duly certified copy of Articles of Organization of American Immigration Company, a corp. of Chippewa Co. which had attached a Cert. of Sec. of State of Wis. was filed in his office on May 7, 1906. F. M. Miner, Asst. Sec. of State, Received and filed in office of Sec. of State May 8, 1906.

Articles of Incorporation of American Immigration Company, Chippewa Falls, Wis. and made and entered into this May 2, 1906.

1. We, William Irvine, Charles O. Law and E. L. Ainsworth of Chippewa Falls form this corporation pursuant to Wis. Stat. Chap. 85-86- of 1898.
2. Purpose: buying, selling, dealing in all kinds of property, rights, franchises, plat city, town and village sites, drain seamp lands, construct and maintain canals, ditches, holds stock in other corporations, and all business incidental to the above business.
3. Name: American Immigration Company- Location- Chippewa Falls, Wis.
4. Capital Stock: \$500,000.00 5000 shares at \$100.00 each.
5. Officers: President, one or more Vice Presidents, Secretary and Asst. Secretary, Treasurer who shall be chosen annually by the Board of Directors who may combine offices, appoint others and fix the salaries.
6. Board of Directors shall have the management and control of the stock business and affairs. Seven members shall be chosen annually by the stockholders by ballot. Each stockholder at the meeting to be allowed to cast one vote for each share of stock then held by him.
7. Principal duties of the several officers.
8. Persons to become members by subscribing or purchasing stock.
9. The annual meeting of the stockholders shall be held at Chippewa Falls at 10 A.M. on the 3rd Wednesday in January of each year and the Board of Directors elected at such annual meeting shall hold their annual meeting immediately after the adjournment of the stockholder's meeting, a majority of the Board present shall constitute a quorum. No other notice of any such annual meeting is necessary.
10. First meeting shall be held at office of William Irvine in Chippewa Falls at 2 P.M. May 16, 1906. Shall open books for subscriptions and until the Board is elected the Incorporators shall have management.
11. Meetings may be called by President at any time and by the Sec. on receiving written order so to do signed by Owners of at least one-half of outstanding stock. Proxies may be used for representation at any meeting. Notice of special meetings to be sent in form of written notices 10 days before the date set. Directors may make such laws, and seems necessary and may repeal, alter and amend the same.

Signed, witnessed and acknowledged by the Incorporators May 21, 1906.

Cert. of Irvine and Law that they are two of the signers of the original Articles and this is a true copy of the said Original Dept. of State filed May 4, 1906. F. M. Miner, Asst. Sec. Certificate issued May 8, 1906.

Vol. H of slips, page 672

American Immigration Company by J.
T. Barber, President with corporate
seal.

Grantor.

To

John F. Nichols and Ervin R. Frissell.
Grantee.

Land Contract

Dated July 30, 1907

Recorded Aug. 27, 1907

Vol. 2 of Misc. page 204

Consideration-----

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the Caption of this Abstract.

11950

Vol. 13 of slips, page 204

No. 7

American Immigration Company of
Chippewa Falls, Wis. by Wm. Irvine,
President and E. L. Ainsworth, Sec.-
retary with corporate seal.
Grantor.

Warranty Deed

Dated May 10, 1911

Recorded May 25, 1911

To

Vol. 27 of D, page 452

John F. Nichols and Ervin R. Frissell. Consideration \$3068.90
Grantee.

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the caption of this Abstract.

Instrument recites that this conveyance is made to carry out the provisions of that certain contract for the sale and purchase of above described land between the parties hereto dated July 30, 1907 and to convey said lands free from all incumbrances except such as may have accrued subsequent to the date of said contract herein referred to.

11950H

John F. Nichols, single and Ervin R.
Frissell and May A., his wife.
Grantor.

Mortgage

Dated May 2, 1911

To

Recorded May 25, 1911

Anna C. Cockburn of Hennepin
County, Minn.

Vol. 29 of Mtg. page 8

Grantee.

Consideration \$250.--

Instrument is Properly Witnessed and Acknowledged.

Mortgages the lands described in the caption of this Abstract.

11950

Vol. A of slips, page 24

No.

9

Anna C. Cockburn, widow.
Grantor.

To

John F. Nichols and Ervin R.
Frissell.
Grantee.

Partial Satisfaction of Mortgage

Dated December 4, 1911

Recorded December 20, 1911

Vol. 29 of S.Mtg. page 117

Consideration \$1.00 & other
valuable consideration.

Instrument is Properly Witnessed and Acknowledged.

Satisfies the mortgage executed by John F. Nichols, single and Ervin R. Frissell and wife, May A. on May 2, 1911 and recorded May 25 1911 in Vol. 29 of Mtgs., page 8 covering the lands described in the caption of this Abstract as far as the same may effect all ores, mines, minerals, fossils, mineral oils and mineral points which may be in or upon said lands with the privilege of searching, digging, boring, shafting and mining therefor on any and every part of said premises and removing the same therefrom, together with the right of going to and from any mines thereof or any mining operations thereof on said land, together also with the right of building, maintaining as long as needed and removing when not needed, any buildings, structures, machinery and appliances needed for such mining operations.

John F. Nichols, single and Ervin R.
Frissell and wife, May A. of Minneapolis,
Minnesota.

Grantors.

To

Fredric Ives Carpenter.

Grantee.

Warranty Deed

Dated December 28, 1911
Recorded Jan. 16, 1912
Vol. 30 of D, page 69
Consideration: \$1.00 &
other good and valuable
considerations

Instrument is Properly Witnessed and Acknowledged.

Conveys an undivided 7/10 interest of all the ores, metals and minerals on, in and under the surface of the lands described in the capiton of this Abstract.

Together with the rights by himself and themselves and his and their licenses, appointees, agents, servants and employees to enter into and upon said premises with the privilege of searching, digging, boring, shafting and mining therefor on any and every part of said premises and removing the same therefrom, together with the right of going to and from any mines thereof or any mining operations thereof on said land, together also with the right of building, maintaining as long as needed and removing when not needed, any building, structures, machinery and appliances needed for such mining operations, but in case the owner of the surface shall sustain damage by reason of any mining operation, either in his dwelling house or other buildings or the soil be injured for cultivation, the party of the second part covenants and agrees that he will in respect of his und. 7/10 interest in the mines, minerals and metals in, on and under said premises, make his proportionate share of full and ample compensation for such damage or injury.

It is covenanted and agreed by and between the parties to this indenture for themselves, their heirs, successors and assigns (which covenant shall run with the respective estate of the parties in the land herein described) that the taxes assessed upon said premises and upon the ores and minerals therein shall attach (as between the Parties hereto) to said separate estates proportionally; but no person owning any interest or estate in said premises, whether in the surface thereof or in ores, minerals or other deposits therein only, shall be under any legal or moral obligation to pay any taxes or assessments thereon levied or imposed, or to redeem from any such taxes or assessments; and in case any such owner shall fail to pay such taxes, any of the other parties hereto may, at his or their election, pay said taxes after the same become delinquent and before a sale of the premises for said taxes, and any sum so paid by them, or by either of them, shall be and constitute a first and specific lien upon the interest and estate so redeemed, to be enforced against such interest or estate in any proper proceeding,

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but no personal liability therefor shall attach to any party hereto; and any person owning any interest or estate in or to said lands or deposits of ores or minerals therein, may acquire valid tax liens and tax titles upon and of any estate or interest in said premises sold for taxes, and the whole thereof or any part thereof as against the owner or owners of the interests and estates so sold, with the same validity and effect as might be done by strangers to said title.

The provisions of this indenture shall insure to the benefit of the heirs, personal representatives and assigns of the respective parties.

Ervin R. Frissell and wife, May A.
Frissell.

Grantor.

To

John F. Nichols.

Grantee.

Quit Claim Deed

Dated December 2, 1916

Recorded December 14, 1916

Vol. 35 of D, page 35

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the Caption of this Abstract.

Ann C. Cockburn.

Grantor.

To

John F. Nichols, single and Ervin
R. Frissell and wife, May A.
Grantee.

Satisfaction of Mortgage (Partial

Dated June 7, 1917

Recorded June 19, 1917

Vol. 32 of S.Mtg. page 136

Consideration \$1151.00

Instrument is Properly Witnessed and Acknowledged.

Satisfies mortgage given May 2, 1911 and recorded May 25, 1911
in Vol. 29 of Mortgages, page 8 releasing the lands described in the
caption of this Abstract.

Frissell-DeGarmo Investment Company
by its President, Ervin R. Frissell
and its Secretary, J. DeGarmo with
corporate seal.

Grantor.

To

John F. Nichols.

Grantee.

Quit Claim Deed

Dated September 18, 1917

Recorded Nov. 30, 1917

Vol. 35 of D, page 187 & 8

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the Caption of this Abstract.

Reserving to first party one half of all minerals and mineral rights
upon said lands.

Vilas County and State of Wisconsin
Grantor.

To

Augusta N. Whitaker.
Grantee.

Tax Deed, Sale of 1915

Dated June 27, 1918

Recorded June 27, 1918

Vol. 35 of Deeds, page 246

Instrument is Properly Witnessed and Acknowledged.

Conveys the land described in the Caption of this Abstract.

John F. Nichols.

Grantor.

To

Chas. H. Doriot.

Grantee.

Land Contract

Dated September 16, 1919

Recorded Oct. 1, 1919

Vol. 36 of Ld.Ct. page 327

Consideration \$4000.00

Instrument is Properly Witnessed and Acknowledged.

Agrees to convey the lands described in the caption of this abstract.

Reserving all minerals and mineral rights. No live or standing timber to be cut until \$2000.00 has been paid on this contract, that is no timber within 500 feet of the shore line of Manitowish Lake.

Vilas County and State of Wisconsin
Grantor.

To

Augusta N. Whitaker.
Grantee.

Tax Deed, Sale of 1919

Dated August 28, 1922

Recorded August 28, 1922

Vol. 14 of Deeds, page 594

Instrument is Properly Witnessed and Acknowledged.

Conveys the land described in the Caption of this Abstract.

John F. Nichols and wife, Cleo
Fenton Nichols.

Grantor.

To

Charles H. Doriot.

Grantee.

Warranty Deed

Dated September 13, 1922

Recorded October 12, 1922

Vol. 51 of Deeds, page 77

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the Caption of this Abstract.

Reserving all minerals and mineral rights.

Augusta N. Whitaker, widow.
Grantor.

To

Charles H. Doriot.
Grantee.

Quit Claim Deed

Dated September 11, 1922

Recorded Oct. 12, 1922

Vol. 51 of deeds, page 77

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the caption of this Abstract.

Reserving all minerals and mineral rights.

119501

Charles H. Doriot and wife, Catherine
Belle Doriot.

Grantor.

To

H. M. Hurd.

Grantee.

Warranty Deed

Dated October 7, 1922

Recorded October 12, 1922

Vol. 50 of Deeds, page 159

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the Caption of this Abstract.

Catherine Belle Doriot and
Charles H. Doriot, her husband
of Manitowish, Wisconsin.
Mortgagors

To

William R. Franzen,
Mortgagee.

MORTGAGE

Dated February 16, 1926
Recorded Feb. 19, 1926
Vol. 60 of Mtgs., pages 309-310

Consideration \$38,000.00

Instrument is Properly Witnessed and Acknowledged.

Mortgages Govt. Lots 6 and 7 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, Township 42 North of Range 5 East excepting that part of said premises conveyed by Harry M. Hurd and Mary M. Hurd, his wife to Albert Johnson and Maud Johnson, his wife by Warranty Deed dated October 23, 1922 and recorded December 23, 1922, in the office of the Register of Deeds for Vilas County, Wis. in Vol. 44 on page 634, described as follows: Commencing at the northwest meander corner of Govt. Lot 6; running thence south on section line 6 chains and 63 links to a stake; thence east 17 degrees south 7 chains and 15 links to a stake; thence north 7 deg. east, 8 chains to flowage of Manitowish Lake; thence westerly along flowage of said lake, 9 chains to place of beginning, containing 4 acres more or less.

Together with all of the buildings, cottages, ice-houses, laundry, garage and improvements now situated thereon or which shall or hereafter may be erected or placed thereon and all and singular the rights, privileges, easements, tenements, herditaments and appurtenances unto said lands in any wise now or hereafter appertaining, including the hotel and resort business conducted or to be conducted on said premises by the Mortgagors, and all fixtures located on or attached to said premises, and together with the rents, issues and profits from said premises which are hereby assigned and pledged to the Mortgagee, his heirs or assigns; also all of the furniture, furnishings, pictures, ornaments, musical instruments, equipment, apparatus, machinery, tools, utensils, cash registers, office furniture, typewriters, safes, refrigerators, stoves, dish washing machines, laundry machines, laundry, and kitchen equipment situated on said premises or which shall or hereafter may be acquired and owned by the mortgagors, their heirs, executors, administrators or assigns and placed on said premises or in any building hereafter erected on said premises for use in connection with any hotel and resort business conducted in said premises, it being the intention to include, cover and convey by this mortgage all personal property owned by the Mortgagors of every kind and description at any time situated in any building on said premises for use in connection with any hotel and resort business (except merchandise and stock in trade intended for sale in the course of trade);

71-950A

In case the Mortgagors at any time wish to sell or dispose of any of the lands or timber in the premises covered by this mortgage, and the price the mortgagors propose to accept for such lands shall be approved by the mortgagee or his assigns as being adequate, the mortgagee shall on receipt of the selling price of said lands by him release and discharge any such parcel or parcels from the lien of this mortgage, and the Mortgagee shall receive the selling price of said lands and apply the same as a part payment of the principal and interest secured by this mortgage whether due or not.

The Mortgagors agree to pay to the Mortgagee all income tax levied or assessed by the United States of America upon the interest payable under the notes hereby secured or against the holder of the notes on account of such interest, up to but not exceeding 2% of the annual interest payment, insofar as the mortgagors can lawfully agree to pay such income tax thereon. It is agreed that all provisions in this mortgage and the notes secured hereby for the payment of interest shall not exceed the amount which the mortgagors may lawfully contract for in writing.

Harry M. Hurd and wife, Mary M.
Hurd.

Grantor.

To

Cathrine B. Doriot.

Grantee.

Quit Claim Deed

Dated March 15, 1926

Recorded April 5, 1926

Vol. 57 of D, page 250

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys Lots 6 and 7 of Section 22, Township 42 North of Range 5 East except that portion in the Northwest corner of said Lot 6 deeded to Albert Johnson, containing 4 acres more or less. Also excepting that piece of land described as follows: Commencing at a stake on the shore of Manitowish Lake 9 chains east of where the quarter line between Govt. Lots 5 and 6 intersects Manitowish Lake; thence east along the shore of said Lake 500 feet to a stake; thence south to the new town road; thence westerly along said road 500 feet; thence north 7 deg. West to the place of beginning, containing 6 acres more or less.

Catherine Belle Doriot and husband,
Charles H. Doriot.

Grantor.

To

William R. Franzen.

Grantee.

Mortgage

Dated March 30, 1926

Recorded April 2, 1926

Vol. 60 of Mtg. page 377-8

Consideration \$1750.00

Instrument is Properly Witnessed and Acknowledged.

Mortgages same lands as described in mortgage recorded in Vol. 60 of Mtgs., page 309 and 310, conveyance No. _____, with same conditions. Subject to a former mortgage of \$38,000.00 dated Feb. 16, 1926 and recorded Feb. 19, 1926 in Vol. 60, pages 309 and 310, No. 34711.

George E. O'Connor.
Grantor.

To

Catherine B. Doriot and Charles H.
Doriot, et al.
Grantee.

Satisfaction of Judgment

Dated April 5, 1926

Recorded June 1, 1926

Vol. 49 of Mtg. page 397

Instrument is Properly Witnessed and Acknowledged.

In the Case of First National Bank, a corporation, Plaintiff Vs. Catherine B. Doriot and Charles H. Doriot, et al, Defts. a judgment was rendered in favor of the plaintiff, First National Bank of Eagle River and docketed on November 1, 1923 in office of Clerk of Circuit Court in sum of \$668.16 and thereafter assigned to George E. O'Connor and this has been fully satisfied and paid and is discharged this April 5, 1926. George E. O'Connor certifies that this judgment was duly assigned to him and that he is the owner of the same at the time of the execution of this satisfaction.

1.
William R. Franzen.
Grantor.
To
Globe Investment Company.
Grantee.

Assignment of Mortgage
Dated April 5, 1927
Recorded May 18, 1927
Vol. 48 of Mtg. page 242
Consideration \$38,000.00

Instrument is Properly Witnessed and Acknowledged.

Assigns mortgage made Feb. 16, 1926 and recorded Feb. 19, 1926 in
Vol. 60 of Mtgs., page 309-310, No. 34711.

William R. Franzen.
Grantor.

To.

Globe Investment Company,
A Wisconsin Corporation.
Grantee.

Assignment of Mortgage

Dated Sept. 30, 1926

Recorded Jan. 17, 1927

Vol. 48 of D. page 224

Consideration \$1750.00

Instrument is Properly Witnessed and Acknowledged.

Assigns mortgage of Catherine Belle Doriott and husband, Charles H. made March 30, 1926 and recorded April 2, 1926 in Vol. 60 of Mtgs., page 377-8.

Vol. G of slips, page 992

No.

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Globe Investment Company

Certified copy of Articles
of Incorporation

Dated October 27, 1915
Cert. November 29, 1915
Recorded March 20, 1918
Vol. 8 of Misc. Rec., page 328-9

Cert. of L. B. Nagler, Asst. Sec. of State Nov. 29, 1915 that a duly verified copy of the Original Articles of Incorporation of said Globe Investment Co. of which the thereto attached is a like verified copy was filed in office of Dept. of State on November 29, 1915

ARTICLES OF INCORPORATION

The undersigned, Walter Schroeder, Amanda Schroeder and Gustav Krueger, adult residents of Milwaukee associated to form this corporation according to provisions of Chap. 86 of Wis. Statutes.

1. Form corporation for purpose of buying, selling, leasing, owning, renting, dealing in all kinds of real property, personal property, mortgages, notes, bonds, stocks and securities of all kinds, leaning money, erecting buildings, hotels, manufacturers, etc.
2. Name-Globe Investment Company. Location, Milwaukee, Wis.
3. Capital stock-\$50,000.00 5000 shares at \$100.00 per share
4. General officers-President, Vice President, Secretary, Treasurer and Board of Directors shall consist of 3 stockholders. General officers to be chosen annually by the directors holding office for 1 year.
5. Principal duties of the above named officers. Offices of Secretary and Treasurer or of President and Treasurer may be combined. by-laws may provide for other officers and duties.
6. Only persons holding stock shall be members of it.
7. Said corporation may have power to establish branch offices.
8. Articles may be amended by a vote of owners of at least 2/3 of outstanding stock.

Acknowledgment and affidavit of the above named parties.

Rev. Stamp of 10¢ cancelled is attached.

Articles were recorded in Milwaukee County Register of Deeds office on November 30, 1915 at 11.50 A.M. in Vol. 37 of Corp., page 201-2 Edward H. Mueller, Register and by Edward A. Makal, Deputy.

Globe Investment Company

Certified copy of
Amendment

Dated May 26, 1919
Recorded March 20, 1928
Vol. 8 Misc. Rec., page 330
Cert. June 2, 1919

Cert. of W. B. Naylor, Asst. Sec. of State June 2, 1919 that a cert. copy of Amendment to the Articles of Organization was filed in office of Secretary of State.

Affidavit of Amendment increasing capital stock.
State of Wisconsin, Milwaukee County)SS:

Walter Schroeder and Gustav Krueger, being President and Secretary respectively of the Globe Investment Company deposes and says that at a special meeting of the stockholders duly held on May 26, 1919 in Milwaukee, a resolution was unanimously adopted amending the Articles of Organization and increasing the capital stock from \$50,000.00 to \$200,000.00, 2000 shares at par value of \$100.00 and duplicate copies of such amendment with certificates signed by President and Secretary have been duly forwarded to Secretary of State of Wisconsin. That \$100,000.00 of the capital stock has been duly subscribed and more than 20% of the capital stock of said corporation including the proposed increase has been actually paid in to the corporation. The affidavit is made in conformity with the requirements of Sec. 1774N of Wis. Stat. of 1917.

Signed and sworn to before a Notary Public.

Resolution abbreviated reads that the capital stock shall be increased from \$50,000.00 to \$200,000. and Article 3 of Articles of Corporation shall be amended to read same amount.

Cert. of Walter Schroeder and Gustav Krueger, President and Secretary that said resolution was adopted by unanimous vote at meeting of stockholders of said company held at office of said company at 86 Michigan St., Milwaukee on May 26, 1919 at 9 A.M. Total number of shares voting was 500 being all of the capital stock and all voting in favor of the increase.

State of Wisconsin, Circuit Court,
Vilas County.

Globe Investment Co., a corp.
Plaintiff.

To

Catherine Belle Doriot, Charles H.
Doriot, her husband, Bloom Bros. Co. a
corp., John Nut Co., a corp.
Bemis-Hooper-Hays Co. a corp.
Defendants.

Lis Pendens

Dated November 29, 1926

Recorded Nov. 30, 1926

Vol. 2 of Lis P, page

Notice is hereby given that an action has been commenced in said court-Object is to foreclose a mortgage dated March 30, 1926 executed by Catherine Belle Doriot and husband, Charles H. to William R. Franzen and assigned to the Plaintiffs. Mortgage recorded in Register of Deeds office, of Vilas Co., Wis. on April 2, 1926, at 4.40 P.M. in vol. 60 of Mtgs., page 377-8 and affects title to Parcel B. Govt. Lot 6 and 7 and the SW SE 22-42-5 E., excepting that part of said premises conveyed by Harry M. Hurd and Mary M. Hurd, his wife, to Albert Johnson and wife, Maud, by Warranty Deed dated Oct. 23, 1922 and recorded Dec. 23, 1922 in Vol. 44 of Deeds, page 634 described as- Commencing at the NW meander corner of Govt. Lot 6, running thence south on sec. line 6 chs. and 63 links to a stake, thence east 17 deg. south 7 chs, 15 lks. to a stake, thence north 7 deg. east 8 chs. to flowage of Manitowish Lake, thence westerly along flowage of said lake, 9 chs. to place of beginning, containing 4 acres, more or less. With all buildings and furnishings, furniture, fixture etc etc (except merchandise and stock in trade intended for sale in the course of trade).

Warren T. Fisher, Pltff's Atty.

STATE OF WISCONSIN

CIRCUIT COURT

VILAS COUNTY

.....
Globe Investment Company, a corp.,
Plaintiff

-vs-

Catherine Belle Doriot, Charles H.
Doriot, her husband, Bloom Brothers
Company, a corp., Johnson Nut Company,
a corporation, Bemis-Hooper-Hays Co.,
a corporation.

Defendants.

JUDGMENT

Dated Jan. 17, 1927

Filed Jan. 17, 1927

Hunter Case, Clerk of
Court, by Fern Scott,
Deputy.

.....
At a regular term of said Court begun and held
in the Village of Eagle River, in said County
of Vilas on the second Monday of January and
on the 17th day of January in said term.

Presiding: Hon. A.H. Reid,
Judge Presiding.

.....
The above entitled action coming on to be heard
at said term before the Court without a jury and it appear-
ing to the satisfaction of the Court from proofs on file
and the affidavit of Warren T. Fisher, Attorney for the
Plaintiff, that the summons and complaint have been duly
and personally served on the defendants, Catherine Belle
Doriot, and Charles H. Doriot, her husband, Bemis-Hooper
Hays Co. A Wisconsin corporation, Bloom Brothers Company
and Johnson Nut Company, Minnesota Corporation, were made at
the City of Minneapolis, Minnesota, pursuant to the order
of this Court; and that more than twenty (20) days have
expired since the time of said service and that the time for
answering has expired and that none of the defendants have
served, filed or interposed any answer, demur or other defense
in said action or made any appearance and all of said defen-
dants being in default and the plaintiff appearing at the trial
of said action by its attorney, Warren T. Fisher and George E.
O'Connor, Esquire, appearing as counsel for the plaintiff and

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none of said Defendants appearing at the trial, either in person or by attorney and the plaintiff having presented its evidence and proofs and the Court having heard the proofs offered by the plaintiff and the argument of counsel and verified complaint in said action having been filed in the office of the Clerk of this Court on the 30th day of November, 1926 and notice of the pendency of this action having been filed in the office of the Register of Deeds for Vilas County, Wisconsin on the 30th day of November, 1926, and a certified copy of said Lis Pendens having been filed in this action and the Court being fully advised in the premises, and the Judge of this Court having signed and filed his Findings of Fact and Conclusions of Law from which it appears that at the date of the trial there was past due and owing to the plaintiff on the mortgage and note described in the complaint, the principal sum of \$1750.00 together with the semi-annual installment of interest which became due on the 30th day of September, 1926 amounting to the sum of \$61.25 together with interest on said principal sum of \$1750. from the 30th day of September, 1926 to the date of the trial at 10% per annum amounting to the sum of \$52.02 making a total sum of \$1863.27 past due and owing on said note and mortgage for principal and interest at the date of the trial, also the sum of \$75.00 solicitor's fees as fixed by the Court in its Findings of Fact.

NOW ON MOTION OF WARREN T. FISHER, Attorney for the Plaintiff, and George E. O'Connor, Esquire, of Counsel, for Plaintiff.

IT IS ORDERED, ADJUDGED AND DECREED by the Court, that there is now past due and owing to the plaintiff upon the note and mortgage described in the complaint the sum of \$1863.27 for principal and interest together with the further sum of \$75.00 solicitor's fees and \$111.82 costs and disbursements as taxed by the Clerk of the Court making in all the total sum of \$2050.09 and that the plaintiff is entitled to interest on said sum at the rate of 6% per annum from the date of entry of judgment to the date of payment and that said sums are a valid first lien in all of the lands and premises described in Plaintiff's mortgage, subject only to the lien of the first mortgage executed by the mortgagors to William R. Franzen for \$38,000. recorded in Vol. 60 of Mtgs., page 309-10.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the premises covered by said mortgage and lien hereinafter described be sold in one parcel at public auction in the County of Vilas by or under the direction of the Sheriff of Vilas Co. Wisconsin at any time after one year from the date of the entry of this judgment unless previous to such sale the premises shall be redeemed in the manner provided by law by payment of the amount owing to the plaintiff as herein adjudged and interest thereon at the rate of six per cent (6%) per annum from the date of entry of judgment to the date of payment and all subsequent costs incurred thereon.

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That in case of a Sale under this Judgment said Sheriff shall give public notice of the time and place of such sale according to law, that upon compliance by the purchaser with the terms of such sale, the Sheriff shall execute and deliver to the purchaser or purchasers at such sale a deed or deeds of the premises covered by the mortgage or so much thereof as may be sold; that the proceeds of the sale of said premises or so much thereof as may be necessary after paying the costs and expenses of sale and Sheriff's fees shall be applied to the payment of the sums due to the plaintiff under this Judgment for principal, interest, solicitor's fees and costs and disbursements as provided in this Judgment together with interest at six percent (6%) from the date of entry of Judgment and any taxes against the mortgaged premises which may have been paid by the Plaintiff as herein provided and that if there be any surplus remaining after payment of the amounts adjudged to be due to the plaintiff and said costs and fees and the payment of taxes and assessments against said premises as herein provided that such surplus be paid into court for the use and benefit of the persons entitled thereto and to abide the further order of this Court; that said Sheriff make a report to this Court of said sale according to law; that if the moneys received from such sale shall not be sufficient to satisfy said judgment, costs and disbursements and expenses as aforesaid, Judgment shall be rendered upon the filing and confirmation of said report of sale specifying the amount of such deficiency against the defendants, Catherine Belle Doriot and Charles H. Doriot her husband who are personally liable for the payment of the debt secured by said mortgage for the amount of such deficiency with interest there on at the rate of 6% per annum from the date of the last mentioned report and that the plaintiff have execution therefor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the plaintiff may at its option pay any taxes upon the mortgaged premises which shall become due before said sale and shall have a lien upon said real estate for the amount so paid for taxed with interest as provided by law and that upon application to the Court, and notice to all parties who have appeared in this action, if any, shall be entitled to an order at the foot of this judgment; that the amount so paid for taxes and interest be paid out of the proceeds of the mortgaged premises.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED; that after the confirmation of the sale of said mortgaged premises as aforesaid, the purchaser or purchasers at such sale or their heirs or assigns be let into possession of the premises so sold on presentation of said sheriff's deed or deeds or a duly authenticated copy thereof, and that each and every of the parties to this action who may be in possession of

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the premises described in said deed or deeds and every other person who since the filing of such notice of pendency of this action has come into possession of the same or any part of them under them or either of them shall deliver to the grantee or grantees named in such deed or deeds or their heirs or assigns, possession to such portion of said mortgaged premises as shall be described in such deed or deeds or an authenticated copy or copies thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants, their respective heirs, assigns and successors and all persons claiming under them 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 mortgaged premises, Except the right of redemption before sale as provided by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said defendants, Catherine Belle Doriot, Charles H. Doriot, her husband, Bloom Brothers Company, Johnson Nut Company, and Bemis-Hooper-Hays Co. and all persons claiming under them be and they are and each of them are hereby enjoined from committing waste upon said mortgaged premises and from doing any other act that may impair the value of said mortgaged premises at any time between the date of this judgment and the date of said sale unless meanwhile said premises shall have been duly redeemed as provided by law.

That the following is a description of the mortgaged premises hereinbefore mentioned, situated in Vilas County, Wisconsin, to-wit:

THE LANDS DESCRIBED IN THE CONTINUATION
CAPTION OF THIS ABSTRACT.

Together with all buildings, cottages, ice-houses, laundry, garage and improvements then situated thereon or which should be thereafter erected or placed thereon, and all and singular the rights, privileges, easements, tenements, hereditaments and appurtenances unto said lands, in any wise then or hereafter appertaining, including the hotel and resort business conducted on said premises by the mortgagors, and all fixtures located on or attached to said premises, and together with the rents, issues, and profits from said premises which were thereby assigned and pledged to the mortgagee, his heirs, or assigns; also all of the furniture, furnishings, pictures, ornaments, musical instruments, equipment, apparatus, machinery, tools, utensils, cash registers, office furniture, typewriters, safes, refrigerators, stoves, dish washing machines, laundry

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machines, laundry and kitchen equipment situated on said premises or which should be thereafter acquired and owned by the mortgagors, their heirs, executors, administrators or assigns, and placed on said premises or in any building thereafter erected on said premises for use in connection with any hotel and resort business conducted in said premises, it being the intention to include cover and convey by said mortgage all personal property owned by the mortgagors of every kind and description at any time situated in any building on said premises for use in connection with any hotel and resort business (Except merchandise and stock in trade intended for sale in the course of trade).

Dated January 17, A.D. 1927.

By The Court:

A. H. Reid,
Judge.

Globe Investment Company, a corp.
Plaintiff.

Certified copy of
Judgment

Vs.

Dated Jan. 17, 1927
Recorded Feb. 1, 1927
Vol. 8 of Misc. page
165-6

Catherine Belle Doriot, Charles H. Doriot,
her husband, Bloom Bros. Co. a Corp.
Johnson Nut Co. a corp., Bemis-Hooper-Hays
a corporation,

Defendants.

At a regular term of said court, Vilas Co., Wis. held on 2nd Monday
of Jan. 1927 and on Jan. 17, 1927. Hon. A. H. Reid, Circuit Judge.

The above entitled action coming on to be heard before the Court, without a jury and it appearing from proofs on file and aff. of Warren T. Fisher Atty. for Plaintiff that the summons and complaint have been duly and personally served on said defendants and time for answering have expired- and no answer being made- and the plaintiff appearing by its Atty. and George E. O'Connor as counsel for plaintiff and none of the defendants, appearing and the fact being heard in court and proof shown that Lis Pendens was filed in office of Register of Deeds of Vilas Co. Wis. on Nov. 30, 1926- it appears that there was due and owing to the plaintiff on the Mortgage and note \$1750, with semi-annual installment of Int. which became due on Sept. 30, 1926, sum of \$61.25 and int. from Sept. 30, 1926 to date of trial at 10% \$52.02 and solicitor's fee of \$75.00/

Now on motion of said Attys. for plaintiff- it is ordered and decreed that said sums are due the plaintiff, and are a valid lien upon the premises. subject only to a lien of the 1st mortgage given by Mortgagors to William R. Franzen for \$38,000 recorded in Vol. 60 of Mtgs., page 309-10, No. 34711. It is also ordered that said premises covered by said mortgage be sold at public auction within one year from date of this judgment, according to law, unless redeemed before that time. Judgment also provides for deficiency judgment. Taxes shall also be paid and be an additional lien upon the defendants. Lands same as described in Mortgage recorded in Vol. 60 of Mtgs., page 309 and 310, Conveyance No. _____ and same as described in Vol. 60 of Mtgs., page 377-8., Conveyance No. _____.

Cert. of Hunter Case, by Fern Scott, Deputy with seal. Jan 17, 1927 as to copy.

Vol. H of slips, page 12

No. 31

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State of Wisconsin, In Circuit Court,
Vilas County,

Lis Pendens
Dated April 19, 1927
Recorded May 11, 1927

Globe Investment Company, a corp.
Plaintiff.

VS.

Catherine Belle Doriot, Charles H. Doriot,
her husband, Bloom Brother Company, a corp.
Johnson Nut Company, a corp. Bemis-Hooper-Hays Co.
a corporation.

Defendants.

Notice is hereby given that an action has been commenced in said court between said parties-Object is to foreclose a mortgage dated Feb. 16, 1926 from the Doriot's to William R. Franzen and duly assigned to the Plaintiff's and recorded in office of Register of Deeds on Feb. 19, 1926 in Vol. 60 of Mtgs., page 309-10, Document No. 34711- and affects title to the premises mentioned in said Mortgage.
George E. O'Connor, Warren T. Fisher, Plaintiff's Attys.

11-19-50

STATE OF WISCONSIN

IN CIRCUIT COURT

FOR VILAS COUNTY

.....
Globe Investment Company,
Plaintiff

-vs-

Catherine Belle Doriot, Charles H.
Doriot, her husband, Bloom Brothers Company,
a Corporation; Johnson Nut Company, a Corpo-
ration; Bemis-Hooper-Hays Co., a corporation.
Defendants.

JUDGMENT
Dated Feb. 3, 1928
Filed Feb. 4, 1928
Hunter Case, Clerk of
Circuit Court, by
Fern Scott, Deputy.

.....
At a regular term of the Circuit Court in and for the
County of Marathon, State of Wisconsin,
begun and held in the City of Wausau,
in said Marathon County, on the first
Monday in November, 1927, the said
regular term being a special term for
Vilas County, Wisconsin and on a day
in said term, on the 3rd day of
February, A.D. 1928.

Present: Hon. A. H. Reid,
Circuit Judge Presiding.

The above entitled action coming on to be heard at said special
term, before the Court, without a jury, and it appearing to the satis-
faction of the Court from proofs on file and the affidavit of Geo. E. O'
Connor, one of the attorneys for the plaintiff, that the summons and
complaint in the above entitled action have been duly and personally
served as follows: To-wit; on the Defendants, Catherine Belle Doriot and
Charles H. Doriot, her husband, on the 25th day of April, 1927, as
appears by the return of Thos. McGregor, Sheriff of Vilas County,
Wisconsin, annexed to the original complaint and on file herein; and
on Bemis-Hooper-Hays Company, on the 1st day of December, 1927, as
appears by the return of Walter Plymmer, Sheriff of Winnebago County,
Wisconsin, annexed to said original summons and complaint and on file
herein; and on Bloom Brothers Company, a corporation, and Johnson Nut Co.
a corporation in the City of Minneapolis, State of Minnesota, as
appears by the affidavit of F. T. Gaylord, Sheriff of Hennepin County,
Minnesota annexed to the original summons and complaint, on file herein;
and that said service without the state on said Defendants, Bloom Brothers
Company and Johnson Nut Company, was made pursuant to an order by this
Court made by Hon. Frank W. Carter, County Judge of Vilas County, Wis.
Ex-Officio Circuit Court Commissioner, for Vilas County, Wisconsin,
dated November 29, 1927; and that more than 20 days have expired since

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the time of said service and that the time for answering has expired; and that neither nor any of the defendants have served, filed or interposed any answers demurrer or other defense in said action, or made any appearance, all of the said defendants being in default; and the plaintiff appearing at the trial of said action Geo. E. O'Connor, Esq., of counsel; and none of the defendants appearing at the trial either in person or by attorney; and the plaintiff having presented its evidence and proofs; and the court having heard the proofs offered by the plaintiff and the arguments of counsel; and the verified complaint in said action having been filed in the office of the Clerk of this court on the 11th day of May 1927, at 10 o'clock A.M.; and notice of the pendency of this action having been thereafter filed in the office of the Register of Deeds of Vilas County, Wisconsin on the 11th day of May at 10 o'clock A.M. 1927, and a certified copy of said pendency of this action having been filed in this action; that the notes and mortgage and assignments described in the complaint were duly executed and the mortgage and assignments duly recorded as alleged; and the defendants, Catherine Belle Doriot and Charles H. Doriot, her husband, are personally liable for the notes and mortgage; and that there is due from the defendants, the plaintiff having exercised its option to declare the whole sum due on the 9th day of April, 1927, the sums hereinafter adjudged; and that the mortgaged premises can be sold in one parcel without injury to the parties interest; that by reason of the inadequacy of the security of the mortgaged premises for the mortgage debt, that it is necessary to protect the mortgage security that a Receiver be appointed by this Court to take charge, lease and manage the mortgaged premises and to hold possession thereof until the sale in this action or until the mortgaged premises could be redeemed as provided by law; and the Judge before whom this cause was heard having made and filed his findings of fact and conclusions of law.

Now, THEREFORE, on motion of Geo. E. O'Connor, Esq., of counsel for the Plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED that there is due the plaintiff upon the notes and mortgage described in the complaint the sum of \$38,000 on the date of the trial, viz: Feb. 3, 1928 for the principal, together with the sum of \$494.42 of the semi-annual installment of int. which became due on Feb. 16, 1927 in the sum of \$1330.00; together with interest on said principal sum of \$38,000 from Feb. 16, 1927, to April 14, 1927 at 7% amounting \$428.30; together with interest on said principal sum of \$38,000. from April 14, 1927 to Feb. 3, 1928 at 10% per annum, amounting to \$3061.12; making the total amount of principal and interest now due and owing on all of said notes and mortgage the sum of \$43,323.84 to the plaintiff, Globe Investment Company; and in addition thereto also the sum of \$600. solicitor's fees, as stipulated in said mortgage and as fixed by the Court; together with and in addition thereto the sum of \$1865.34 for taxes paid by plaintiff on the mortgaged property for the years 1926 and 1927; together with and in

addition thereto the sum of \$1004.69 for premiums on fire and windstorm insurance on the mortgaged property, paid by the plaintiff; together with the sum of \$219.23 for costs and disbursements as taxed by the Clerk of this Court; making in all the total sum of \$47,003.10 due and owing to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that unless redemption be made according to law, the said mortgaged premises be sold under the direction of the Sheriff of Vilas County at the time and in the manner provided by law for the foreclosure of mortgage, and out of the proceeds of said sale, after paying the costs therefore the Sheriff pay to the plaintiff of its attorneys, the amount of the mortgage debt and costs including solicitor's fees as adjudged with interest from the date hereof to the date of sale at the rate of 6% per annum, together with 2% of said interest to be taxed by the United States of America as Federal Income Tax; or so much thereof as the proceeds of said sale will pay of the same; that said sale be made of the whole of the mortgaged premises as a single parcel; that the Sheriff make due report of such sale and in case of a deficiency or insufficient proceeds to pay in full the indebtedness and costs adjudged due the plaintiff, the Sheriff report the amount of such deficiency and upon the confirmation of the Sheriff's report showing such deficiency, judgment be rendered therefore against Catherine Belle Doriot and Charles H. Doriot, her husband; and in case of any surplus remaining from the proceeds of said sale, the Sheriff shall deposit same with the Clerk of this Court, subject to the further order of this court:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any party hereto may become a purchaser at such sale and that the Sheriff shall execute and deliver a deed or deeds according to the terms of such sale and he shall take a receipt from the plaintiff or its attorneys for the amount paid and file the same with his report of sale; and that on confirmation of said sale the purchaser be let into possession of the premises on production of the deed or deeds therefore or certified copy thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff may pay any taxes on the mortgaged premises now due or hereafter levied, and any insurance premiums now due or hereafter to become due for insurance procured by plaintiff, on the mortgaged premises before foreclosure sale, and on application to the court have a further lien on the premises for the amounts so paid, with interest as provided by law to be paid out of the proceeds of said sale of said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Morris Holzman be and hereby is appointed as receiver for the mortgaged premises to take possession of said premises and hold the same until said premises may be redeemed as provided by law or until the purchaser under said sale shall take possession, with the usual powers of a receiver and with power to lease the mortgaged premises or any part thereof and to collect the rents and to pay taxes levied and assessed against said premises and the cost of up-keep of the same, subject to the further order of this Court and that said Receiver shall file his bond in the usual form with

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the Clerk of this Court in the sum of \$5000 for the faithful performance of his duties as Receiver taking possession of said premises.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendants and all persons claiming under them after the filing of the notice of the pendency of this action be barred and foreclosed of all right, title and interest in or to the property so sold and that they and each of them be and are restrained from committing any waste upon said premises and from removing or causing damage to the buildings or improvements thereof.

That the following is the description of the said mortgaged premises, to-wit: the Lands described in the Continuation of this Abstract (and other Lands).

Together with all the buildings, cottages, inces-houses, laundry, garages and improvements now situated thereon or which shall or hereafter may be erected or placed thereon and all and singular the rights, privileges, easements, tenements, hereditaments and appurtenances until said lands in any wise now or hereafter appertaining, including the hotel and resort business conducted or to be conducted on said premises by the mortgagors, and all fixtures located on or attached to said premises, and together with the rents, issues and profits from said premises which are hereby assigned and pledged to the mortgagee, his heirs or assigns; also all of the furniture, typewriters, safes, refrigerators, stoves, dishwashing machines, laundry machines, laundry and kitchen equipment situated on said premises or which shall or hereafter may be acquired and owned by the mortgagors, their heirs, executors, administrators or assigns, and placed on said premises, or in any building hereafter erected on said premises for use in connection with any hotel and resort business conducted in said premises, it being the intention to include cover and convey by this mortgage all personal property owned by the mortgagors of every kind and description at any time situated in any building on said premises for use in connection with any hotel and resort business (except merchandise and stock in trade intended for sale in the course of trade).

Dated this 3rd day of February, 1928.

By the Court,
A. H. Reid,
Circuit Judge.

Thomas McGregor,
Sheriff of Vilas County.
Grantor.

To

Globe Investment Company,
A Wisconsin Corporation of
Milwaukee.

Grantee.

Sheriff's Deed

Dated March 3, 1928

Recorded March 6, 1928

Vol. 64 D, page 127-8

Consideration \$2260.20

Instrument is Properly Witnessed and Acknowledged.

Whereas at the regular January term of Circuit Court held in Vilas Co., Wis. and on January 17, 1927 it was adjudged in a certain action then pending between Globe Investment Company, a corp. Plaintiff, vs. Catherine Belle Doriot, Charles H. Doriot, her husband, Bloom Brothers Co., a corp. Johnson Nut. Co. a corp., Bemis-Hooper-Hays Co. a corp. Defendants that all the mortgaged premises in the complaint be sold at public auction under direction of Sheriff of Vilas Co. one year after date of judgment rendered unless previously redeemed- sale be held in legal form according to the laws and provisions for such sale, and upon such sale the sheriff shall give to the purchaser a good and sufficient deed of the premises.

Whereas the premises not having been redeemed the sheriff did in compliance with the law sell on March 3, 1928 the premises described to the above named purchaser for \$2260.20, that company being the highest bidder and that being the highest sum bid.

This deed is given by the sheriff and covers the land in 42-5 as described in No. 34711 mortgage recorded in Vol. 60 of Mtgs., page 309-10 with all appurtenances and furnishings. Subject to a line of a 1st. mortgage for \$38,000.00 and interest recorded in Vol. 60 of Mtgs. page 309-310, No. 34711.

Vol. H of slips, page 619

No. 34

11950A

Circuit Court, Vilas County, Wisconsin
Globe Investment Company,
Plaintiff.

To

Catherine Belle Doriot, Charles H.
Doriot et al,
Defendants.

Confirmation of Sale

Dated March 6, 1928

Recorded March 8, 1928

Vol. 64 of D, page 129

Instrument does not required witnessed and Acknowledgment.

Hon. A. H. Reid, Judge of Circuit Court approved the Sheriff's Sale in the above named case which report of sale is dated March 3, 1928 and the Sheriff did making such sale comply with the law in all respects. On motion of Geo. E. O'Connor, Plaintiff's Attorney it is ordered that the report and sale be and is hereby in all things confirmed.

Globe Investment Company,
by its Pres. Walter Schroeder,
and its Sec. Gustav Krueger,
with corp. seal.

Grantor.

To

William R. Franzen.

Grantee.

Mortgage

Dated November 9, 1931

Recorded Nov. 18, 1931

Vol. 75 of Mtgs. page 491-2

Consideration \$38,000.00

Instrument is Properly Witnessed and Acknowledged.

Mortgages the lands described in the Caption of this Abstract.

Elizabeth Holzman.
Grantor.

To

William R. Franzen.
Grantee.

Chattel Mortgage

Dated May 14, 1935

Recorded May 16, 1935

Vol. 70 of Mtgs. page 258-9

Consideration \$1.00

Instrument is Properly Witnessed and Acknowledged.

All the goods, chattels, and personal property, furnishings of all kinds in the buildings or on the premises of Deer Park Lodge, Manitowish, Wisconsin. This is to secure a note for \$6000 due in 2 years with interest at 4%.

STATE OF WISCONSIN

CIRCUIT COURT

VILAS COUNTY

William R. Franzen,
Plaintiff.

Lis Pendens
Dated Dec. 13, 1934
Filed Dec. 15, 1934

VS

Globe Investment Company,
A Wisconsin Corp., Walter
Schroeder, Murphy Supply Company,
a corp. and Woodruff State Bank,
a Wisconsin Corp.
Defendants.

Notice is hereby given that an action has been commenced and is pending in the above named court upon a complaint of the above named plaintiff against the above named defendants; that the object of said action is to foreclose a mortgage, bearing date Nov. 9, 1931, recorded Nov. 18, 1931, in Register of Deed's office, Vilas County, Wisconsin said mortgage being in the sum of \$38000 made and executed by Globe Investment Company to the above named Plaintiff, William R. Franzen; and which action affects the title to the real estate described as follows:

The lands described in the Caption of this Abstract
(and other lands).

Samuel Goldenberg, Plaintiff's Atty.

State of Wisconsin:

Circuit Court

Milwaukee County.

William R. Franzen,
Plaintiff.

Vs

Globe Investment Company, a Wisconsin
Corporation, Walter Schroeder, Murphy
Supply Company, a corporation and
Woodruff State Bank,
Defendants.

JUDGMENT

Filed Jan. 26, 1935
Circuit Court,
Vilas County, Wisconsin
J. F. Habrich,
Clerk of Circuit Court.

At a regular term of said Court
begun and held at the Court House
at Eagle River, in the County of
Vilas, commencing on the 8th day
of October, 1934 and on the 17th
day of January, 1935 in said term.
Present and presiding the
Hon. A. H. Reid, Circuit Judge.

The above entitled action coming on to be heard before this court on the complaint of the plaintiff, Samuel Goldenberg appearing for the plaintiff, and Fish, Mars hutz and Hoffmann appearing for the defendants, Globe Investment Company and Walter Schroeder and notice of application for entry of judgment herein having been served on the defendant mortgagors and all defendants who have appeared in the action, as appears by proof duly made and filed, and this case having been set for trial at this term of said court, and due proof of the matters, facts and circumstances alleged in plaintiff's complaint having been duly and regularly taken in open court, and the court being fully advised in the premises, I, the Judge before whom this case was tried, make and file the following findings of fact in said action:-

FINDINGS OF FACT.

1. That the defendant, Globe Investment Company, execute and delivered a note in the amount and under the conditions as set forth in the complaint and gave a mortgage to secure that note on property, the legal description of which is set forth in the complaint, and under the terms and conditions as set forth in said complaint.

2. That the defendant, Walter Schroeder, for value guaranteed in writing the payment of the obligation evidenced by said note set forth in the complaint according to the terms and conditions set forth in the complaint.

3. That the premises affected by this action is not the homestead of any of the defendants.

4. That there is due to the plaintiff the principal sum of \$33200.

1935

with interest on said sum computed to Jan. 17, 1935 in the amount of \$3320.21 in all the sum of \$36520.21.

5. That the plaintiff is the lawful owner and holder of said note and mortgage and has been such owner and holder continuously since the date set forth in the complaint, and that no proceedings have been had at law or otherwise for the recovery of said sum secured thereof or any part thereof.

6. That there is also due to the plaintiff the sum of \$350. as solicitor's fees, which I find and determine to be a reasonable sum in such case, plus the costs and disbursements taxed as provided by law, at the sum of \$168.94.

7. That the plaintiff is entitled to the relief demanded in his complaint.

8. I find and determine from the proofs taken in open court that said premises consist of several lots in the County of Vilas, State of Wis. on which lots there are located several buildings, and that said premises are so situated that they can be sold in parcels without material injury to the interests of the parties hereto, and that a sale thereof by offering the same first in parcels and then as a whole, whichever will bring the best aggregate price, will be beneficial to the parties hereto.

JUDGMENT OF FORECLOSURE AND SALE.

The summons and complaint in this action having been served on the defendants, Globe Investment Company, Walter Schroeder, Murphy Supply Company and Woodruff State Bank, and due proof of such service having been made and filed and the time for answering said complaint having expired, and no answer, demurrer or notice of appearance having been filed or served upon or received by the attorney for said plaintiff, except that the Defendant, Globe Investment Company and Walter Schroeder appeared by Fish Marshutz and Hoffman, and due proof of such failure to appear, answer or demur having been made and filed and due notice of the pendency of this action having been filed in the office of the Register of Deeds of Vilas County, Wis. on the 15th day of Dec., 1934 and due proof of such filing having been made and filed;

NOW, THEREFORE, on motion of Samuel Goldenberg, Attorney for Plaintiff.

1. IT IS ORDERED AND ADJUDGED by the court that there is due to the plaintiff for principal and interest on said note and mortgage \$36520.21 and for solicitor's fees secured by said mortgage the further sum of \$350. which sum is a reasonable fee, and also the sum of \$168.94 for costs and disbursements.

2. IT IS FURTHER ORDERED AND ADJUDGED that the mortgaged premises described in the complaint in this action, in case a sale be had, shall first be offered for sale in parcels and then as a whole, and sold on whichever bids produce the highest aggregate price, as may be sufficient to pay the amount due to the plaintiff for principal, interest, solicitor's fees and costs; and that said mortgaged premises be sold at public auction in the County of Vilas, Wisconsin. by and under the direction of the Sheriff of Vilas County, Wis. at any time after one year from the date of this judgment, unless previous to such sale said premises and said judg-

1935 OCT 1

ment shall be redeemed in the manner provided by law by the payment of the amount of said judgment and costs and interest thereon at the rate of 6% per annum and all subsequent costs incurred thereon.

IT IS FURTHER ORDERED AND ADJUDGED that in case of sale pursuant hereto said sheriff of Vilas Co., Wis. give public notice of the time and place of such sale in the manner provided by law for the sale of real estate in execution; that either or any of the parties to this action may purchase at such sale; that the said sheriff of Vilas County, upon the compliance on the part of the purchaser with the terms of such sale, do make, execute and deliver to the purchaser or purchasers a deed of the premises so sold, setting forth each parcel of land so sold and the sum paid therefor; that out of the money arising from such sale, after deducting the amount of fees and expenses of such sale, the said sheriff of Vilas County shall pay to the plaintiff or his attorney the sum of \$168.94 adjudged to the plaintiff for costs and disbursements and the sum of \$350. solicitor's fees with interest thereon from the date hereof at the rate of 6% per annum and also the sum of \$36520.21 with interest at said rate from the date hereof, or so much thereof as the purchase money of the mortgaged premises will pay of the same, take a receipt therefor, and file it with his report of sale; that the said sheriff of Vilas County deposit the surplus money, if any, arising from the sale of said mortgaged premises under this judgment with the clerk of this Court, subject to the further order of this Court, and that he make a report of such sale and file it with the clerk of this Court within the time required by law.

4. AND IT IS FURTHER ORDERED AND ADJUDGED that if the proceeds of such sale be insufficient to pay the amount aforesaid the said sheriff of Vilas Co. specify the amount of such deficiency in his report of sale, and that upon the filing and confirmation of said report, judgment be rendered against the defendants Globe Investment and Walter Schroöder who are personally liable for the payment of the debt secured by said mortgage, for the amount of such deficiency, with interest thereon from the date of such last mentioned report and that the plaintiff, William R. Franzen, have execution therefor.

5. AND IT IS FURTHER ORDERED AND ADJUDGED that after the confirmation of the sale of said mortgaged premises as aforesaid, the purchaser or purchasers at such sale, his or their heirs or assigns, be let into possession of the premises so sold, on production of the said deed or deeds from the sheriff of Vilas County, or a duly authenticated copy or copies thereof, And that each and every one of the parties to this action who may be in possession of the premises described in such deed or deeds, and every other person who since the filing of such notice of pendency of this action has come into possession of the same, at any part thereof, under them or either of them, shall deliver to such grantee or grantees named in such deed or deeds, his or their heirs or assigns, possession of such portion of said mortgaged premises as shall be described in such deed or deeds or an authenticated copy or copies thereof,

6. AND IT IS FURTHER ORDERED AND ADJUDGED that the defendants, and their heirs, personal representatives and assigns respectively and all persons claiming under them or any or either of them. After the filing of

1155004

such notice of pendency of this action, be and they are and each of them is, forever barred and foreclosed of any form all right, title interest, claim and equity of redemption before sale, as provided by statute.

7. AND IT FURTHER ORDERED AND ADJUDGED that the plaintiff, William R. Franzen, may pay any and all taxes on the said mortgaged premises which shall hereafter become due, and shall have a lien upon the mortgaged premises for the amounts so paid, with interest at the rate of 10% per annum; and upon the payment of such taxes, plaintiff, William R. Franzen, may make application to the court, upon notice of all parties who have appeared herein, and obtain an order at the foot of this judgment, directing that the amount so paid with interest be paid out of the proceeds of the sale of said mortgaged premises.

The following is a description of the mortgaged premises,

The lands described in the Caption of this Abstract.

8. AND IT IS ON LIKE MOTION FURTHER ORDERED AND ADJUDGED. that the said defendants and all persons claiming under them, be, and they are, and each of them is, 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 said sale, unless meanwhile said premises shall have been duly redeemed as provided by law.

9. AND IT IS ON LIKE MOTION FURTHER ORDERED AND ADJUDGED that before the plaintiff takes steps towards the sale of the mortgaged premises above referred to he is required to apply to this court for an order fixing the time and place of sale, and that notice of said application be given to all parties who have appeared herein and all the defendants having the right of redemption herein above referred to.

Dated at Eagle River, Vilas County, Wisconsin this
17th day of January. Signed on Jan. 24, 1935.

By the Court,
A. H. Reid,
Circuit Judge.

Statement.

Judgment rendered the 26th day of January, 1935 at 10 A.M.

J. F. Habrich, Clerk.

Amount due.....	\$36520.21
Statutory Costs etc.	168.94
Solicitor's fees	350.00
Total	<u>\$37039.15</u>
March 9, 1935 Taxes Pd.	1534.38 with 10% from Mch. 6, 1935.
	<u>\$38573.53</u>

119504

Delbert A. McGregor,
Sheriff,
Grantor.

To

William R. Franzen.
Grantee.

Sheriff's Deed

Dated August 10, 1935

Recorded Aug. 23, 1935

Vol. 71 of D, page 486

Consideration \$39,827.98
Int. Rev. Stps. Canc. \$40.00

Instrument is Properly Witnessed and Acknowledged.

WHEREAS at a regular term of the Circuit Court, Vilas County, Wisconsin and on Jan. 17, 1935, It was among other things ordered and adjudged in a certain action then pending between William R. Franzen as Plaintiff VS Globe Investment Company, a Wisconsin Corporation, Walter Schroeder, Murphy Supply Company, Woodruff State Bank, as Defendants Judgment was granted to the Plaintiff and according to law one year from date said lands in question should be sold at public auction after due advertising unless previously redeemed by Defendants Said lands not having been redeemed the said lands were sold on Aug. 10, 1935 to William R. Franzen, Plaintiff as the highest bidder. This deed is given in pursuance of law to the following lands-

The lands described in the Caption of this Abstract.

Sale confirmed by A. H. Reid, Judge, dated Aug. 31, 1935
Filed Sept. 4, 1935.

11950H

John F. Nichols and wife, Cleo.
Fenton Nichols.

Grantor.

To

William R. Franzen.

Grantee.

Quit Claim Deed

Dated Sept. 14, 1935

Recorded Sept. 17, 1935

Vol. 83 of D, page 47

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the land described in the Caption of this Abstract.

Augusta N. Whitaker, widow,
Grantor.

To

William R. Franzen.
Grantee.

Quit Claim Deed

Dated September 14, 1935

Recorded Sept. 17, 1935

Vol. 83 of Deeds, page 47

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the Caption of this Abstract.

11930

Frederic Ives Carpenter and
wife, Lillian Cook Carpenter,
Grantor.

To

William R. Franzen.
Grantee.

Quit Claim Deed

Dated Sept. 18, 1935

Recorded Nov. 4, 1935

Vol. 83 of D, page 75

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the lands described in the Caption of this Abstract.

Recorded Feb. 4, 1929

Frederic Ives Carpenter—Will.

Certified copy of Will and Codicil, etc.

Frederic Ives Carpenter, being of sound mind and memory does make this will revoking all former wills.

1. Direct all just debts, funeral expenses and costs of administration to be paid out of the principal of estate.
2. To my wife, Emma Cook Carpenter, all personal effects, house furnishing and in general all personal property in connection with our home also all automobiles, and other like property except the library.
3. To my son, Frederic my library and all and singular books thereof.
4. To University of Chicago, Chicago, Illinois \$10,000. Principal and accumulations thereon to be used to purchase books for English department—Condition—my son, Frederic, shall receive free tuition in any department or departments thereof in which he may matriculate or pay his tuition therein.
5. To Art Institute of Chicago, \$10,000.00
6. To Newsberry Library of Chicago, \$10,000.00
7. To the Chicago Woman's Club, \$5000, to be used as a memorial to my beloved mother, Lucetta S. Carpenter, one time officer of said club and active and interested in its work.
8. To my wife, Emma Cook Carpenter, property in Chicago, and my farm known as Thistlewood in Cuba Township, Lake Co. with all farm machinery and equipment all growing crops—W $\frac{1}{2}$ NE and NW SE in S4-43-9 E.
9. To my wife 1/2 part of all remaining estate of all kinds whatsoever and wherever situated belonging to me at the time of my death or over which I may have power of disposition.
10. To the Northern Trust Company and wife, as trustees and to their successors in trust all the remaining estate and property of all kinds over which I may have control at time of my death with any legacies he hereinbefore mentioned which may have lapsed in trust for and upon the following trust, purposes and conditions.
11. Said Trustees shall hold, manage, lease, care for and protect said trust estate and collect the income therefrom all according to their best judgment, making and continuing leases, and to invest and reinvest said trust estate as may be converted from time to time into cash, in bonds, stock, real estate mortgages, real estate or improvements thereon, Said Trustees to have as wide latitude in the selection and making of any investments as myself would have if living and not to be restricted to the investments for trustees as fixed by the Statutes of the State of Illinois. Trustees to sell lands, pledge same for purpose of carrying out any provisions of the trust, and for improving property, paying any incumbrance inheritance taxes or other line.s May exchange property in the trust estate for other property. In general to have every power and authority over the trust estate that I would have if living and the enumeration of specific powers shall not be taken to restrict the general powers. Trustees to have power to determine how all receipts and disbursements shall be credited, charged or apportioned as between income and principal and the decision of the Trustee shall be final and not subject to question by any beneficiary of the trust.
12. The Trustees shall be paid a fair compensation out of the trust estate for their services and for all reasonable expenses incurred in the management and protection of said trust estate.

11550H

3. The entire net income of this trust estate, together with as much of the principal as in the opinion of the Trustees may be necessary for his support and education shall be paid to my son Frederic in convenient installments until he reaches age of 35 when the trust estate shall be conveyed to him.

4. If my son, Frederic dies before 35 years of age then $1/3$ of the trust estate, in case he shall direct by his will paid over to his surviving widow, if any, and the remainder or all in case my son leaves no widow or leaves no last Will directing the $1/3$ to be paid to her as aforesaid, shall be conveyed to his issue, share and share alike, provided that the trustee shall continue to hold the share of every minor until that minor reaches age of 21, using the income and part of principal, if Trustees find it necessary for that minor's support and education and shall deliver the share to that minor upon he or she reaching age of 21. In case my son dies before reaching age of 35, leaving no surviving him, the share which such issue would have taken shall be conveyed to Emma Cook Carpenter if she is then living, and if not, the trust estate shall be divided, $1/2$ part to Newberry Library of Chicago, $1/4$ part to the President and Fellows of Harvard College, Cambridge, Mass. and the remaining $1/4$ to University of Chicago.

5. In case of death of my wife before the termination of the trust that be vested with all the duties, rights, title and powers whether discretionary or otherwise herein vested in my said wife as Co-trustee.

6. Direct that the payments to all the beneficiaries of my estate be made to them in person or upon their personal receipt and that no interest of any beneficiary be assignable in anticipation of payment or be liable in any way for such beneficiary's debts.

11. Appoint the Northern Trust Co. and wife, Emma Cook Carpenter co-executors as well as co-trustees, and direct that my wife be not required to give bond as co-executor.

Give to my said executors full power and authority to sell without order of court any property whether real or personal belonging to my estate for purpose of carrying out any provision of my will.

Also full power to settle and compound any claims either in favor of or against my estate as to my said executors shall seem best and for such purposes to execute and deliver all property and necessary conveyances and to give full receipts and discharge --Signed May 13, 1924--Frederic Ives Carpenter.

Signed, sealed and published as said will before the following witnesses--in the presence and in the presence of each other. Randolph W. Colwell, Elmhurst, Ill. P. E. Hathaway, Chicago, and Robert E. Gee, Chicago.

First Codicil. I, Frederic Ives Carpenter do make this codicil to my Will of May 13, 1924, before the aforementioned witnesses confirming it in all things except as modified herein.--In case at the time of my death I own stock in the Menominee Land & Iron Company I desire to my said stock held as an asset of the Trust estate unless some change should take place to make it seem desirable to sell the same, although I appreciate that said stock would not be an investment, such as the trustee would make. At the present time, my brother-in law, Charles Cook owes me \$165,000.00 I request the Trustees to allow said loan to remain unpaid if he so desires both as to principal and interest for a period not to exceed five years after my death, my Trustee taking new notes from time to time for the principal and accumulative interest.--Signed July 30, 1924--In presence of following witnesses, Oscar Anderson, Barrington, Ill. Dorothy Shelp, 4947 Lake Park, Ad. Chicago, and Margaret Kane 6749 S. Oakley St., Chicago Ill.

Second Codicil. I, Frederic Ives Carpenter, make this 2nd codicil to my will of May 13, 1924 and first codicil of July 30, 1924 confirming same except as herein provided.--In case the Northern Trust Company appointed as co-executor and as co-trustee under my will should for any reason not be qualified to act as

such and in such capacities in any other state than in Illinois in which I may own property, then I appoint the individual co-executrix, or executor and trustee and direct that she or he be vested with all rights and duties, powers and not be required to give bond. Should such individual sell any real estate or property belong to the estate the proceeds be turned over and delivered to the Northern Trust Company and my said wife, or son as the case may be as co-executors and co-trustees to be held and distributed by them under the terms of my will.
Dated Sept. 13, 1924--Signed Frederic Ives Carpenter and in presence, of Nels F. Nelson, 5527 Woodlawn Ave., Dorothy S. Shelp, 4947 Lake Park Ave. and Margaret Kane, 6743 So. Oakley,--Chicago, Ill.

In probate court, will and both codicils admitted to record after proof April 13, 1925. Henry Harner, Probate Judge. Will and both codicils provided and admitted to record in Probate Court, Cook County, Ill. April 13, 1925--John F. Devine, Clerk.

Certificate of Mitchell C. Robin, clerk of Probate court of Cook County, Ill. that the foregoing were true copies from original record in probate office Jan. 30, 1929

IN RE ESTATE OF FREDERIC IVES CARPENTER

Final Account
Dated April 2, 1928
Cert. Sept. 26, 1935
Recorded Nov. 4, 1935

State of Illinois,)
County of Cook)SS:

Be it remembered that on April 2, 1928 at Session of Probate Court, Present, Henry Horner, Judge, William D. Meyering, Sheriff and Mitchell C. Robin, Clerk.

Among other things came on to be heard the Proceedings in the Estate of Frederic Ives Carpenter, deceased. This day came the Northern Trust Company, Executor of the said Last Will of deceased, and presented and filed in said Court, the final Account, showing estate to be fully administered. More than one year having elapsed, the appearance and consent of all of the heirs at law, devisees, residuary legatees, has been filed herein; all the assets of said estate have been collected; all claims filed against said estate have been paid, the the Widow's award heretofore allowed has been paid; also all specific legacies and all taxes, such as inheritance, income, federal estate, personal property, court costs and all other costs and expenses of said administration have been paid, and the balance of said estate has been distributed according to the last Will and the 2 codicils.

It is ordered by the Court that said final account be approved and recorded, and the estate be declared settled and the Executor is hereby discharged.

Certificate of Mitchel C. Robin, Sept. 26, 1935, as to copy.

In Re estate of Frederic Ives Carpenter,
Deceased.

Cert. copy of
Letters Testamentary
Dated April 13, 1925
Cert. Sept. 26, 1935
Recorded Nov. 4, 1935

State of Illinois,))
County of Cook)SS:

Fredric Ives Carpenter, late of Cook County, Illinois
Died on January 25, 1925 having duly made and published his will-
and it appears that Northern Trust Company has been appointed
Executor of said Will, to execute same, and preserve property for
those entitled to same, to collect and secure all goods and chat-
tels, credits etc. of the said deceased and fulfilled all duties
imposed upon said Company by the Court.

Signed John F. Devine, Clerk of Probate Court.

And Certificate of Mitchell C. Robin, Clerk of the Probate Court
of Cook County, Illinois as to copy Sept. 26, 1935.

Emma Cook Carpenter, as surviving
wife of Frederic Ives Carpenter,
Deceased,
Grantor.

To

William R. Franzen.

Grantee.

Quit Claim Deed

Dated October 30, 1935

Recorded Nov. 4, 1935

Vol. 83 of D, page 77

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Conveys the land described in the Caption of this Abstract.

11950H

The Northern Trust Company,
by its Vice-Pres. K. J. Shecklin,
and its Asst. Sec., R. W. Colwell,
with corpl seal and Emma Cook
Carpenter as Trustees and Executors
under the last will and Testament
of Frederic Ives Carpenter, Deceased.
Grantor.

To

William R. Franzen.

Grantee.

Quit Claim Deed

Dated Oct. 30, 1935

Recorded Nov. 4, 1935

Vol. 83 of D, page 77

Consideration \$1.00 & value

Instrument is Properly Witnessed and Acknowledged.

Convey the lands described in the Caption of this Abstract.

William R. Franzen and wife,
Maud A. (Sometimes known
as W. R. Franzen)

Grantor.

To

Elizabeth Holzman.

Grantee.

Warranty Deed

Dated January 26, 1939

Recorded Jan. 27, 1939

Vol. 86 of D, page 248

Consideration \$1.00 & val.
\$22.50 Int. Rev. Stps. Canc.

Instrument is Properly Witnessed and Acknowledged.

Conveys the land described in the Caption of this Abstract.

This deed is given in fulfillment of a certain Land Contract made and entered into on the 14th day of May, 1935, by and between William R. Franzen, party of the first part and Maud A.) and Elizabeth Holzman, party of the 2nd part.

Elizabeth Holzman.

Grantor.

To

William R. Franzen
(sometimes known as
W. R. Franzen).

Grantee.

Mortgage

Dated January 26, 1939

Recorded January 27, 1939

Vol. 70 of Mtg. page 349

Consideration \$19,500.00

Instrument is Properly Witnessed and Acknowledged.

Mortgages the lands described in the Caption of this Abstract.
(and other lands).

11950

William R. Franzen. Grantor.

To

Elizabeth Holzman. Grantee.

Satisfaction of Mortgage

Dated Feb. 8, 1944

Recorded Feb. 9, 1944
at 2:45 PM

Vol. 98 M, page 172

Instrument is Properly Witnessed and Acknowledged.

Satisfies Mortgage dated Jan. 26, 1939 recorded Jan. 27, 1939 at
9 AM in Vol. 70 page 349 #54652.

11950
H

State of Wisconsin)
)SS
County of Vilas)

Affidavit.

Dated July 16, 1941

Recorded July 16, 1941
 at 4 PM

Vol. 11 Misc. page 518

Instrument is Properly Witnessed and Acknowledged.

Mae E. Lawler, being first duly sworn on oath says that she is the president and active manager of the Vilas County Abstract Company residing at Eagle River Wisconsin; that she is acquainted with one H. M. Hurd, grantee in a certain deed from Charles H. Doriot, recorded Oct. 12, 1922 in vol. 30 of deeds, page 159 thereof and affiant states that the grantor "Harry M. Hurd" in the deed to Catherine Belle Doriot recorded April 5, 1926 in Vol. 57 deeds page 251 thereof was the same grantor in the prior mentioned deed and that he spelled his name sometimes Harry M. Hurd and sometimes H. M. Hurd; that he was a brother in law of Catherine Belle Doriot.

This affidavit was made for the purpose of clearing up title to said Govt. Lots 6 & 7 in 22-42-5 E. as well as SW SE in Sec. 22 and also NE NE of Sec. 27 same township.

Subscribed and sworn to before a notary.

11930H

Globe Investment Company
a corporation, by Walter
Schroeder, President and
Gustav Krueger, Secretary
with corporate seal.
Grantor.

Quit Claim Deed

Dated August 28, 1941

Recorded Sept. 2, 1941
at 4:30 PM

To

Vol. 94 D. page 354

Elizabeth Holzman.

Consideration \$1.00 & value

Grantee.

Instrument is Properly Witnessed and Acknowledged.

Parcel No. 1.

Govt. Lots 6 & 7 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of 22-42-5 E. excepting that part of said premises conveyed by Harry M. Hurd and Mary M. Hurd, his wife to Alberta Johnson and Maud Johnson, his wife, by Warranty Deed dated Oct. 23, 1922 recorded Dec. 23, 1922 in office of Reg. of Deeds for Vilas Co. Wis. in vol. 44 of deeds page 634, described as follows: Commencing at the NW meander corner of Govt. Lot 6, running thence south on section line 6 chains and 63 links to a stake; thence east 17 deg. S 7 chains and 15 links to a stake, thence north 7 deg. E 8 chains to flowage of Manitowish Lake, thence westerly along flowage of said lake, 9 chains to the place of beginning, containing 4 acres, more or less.

Parcel No. 2.

Govt. Lot 3 of Sec. 23 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ in section 24, Govt. Lot 2 of Section 23, all in 42-5 E. except that part of said Lot 2 described as follows: Commencing at the meander corner of the NW corner of said Lot 2 described as follows: Commencing at the meander corner of the NW corner of said Lot 2; thence running east on the section line 11 chains and 40 links to the section corner, thence south on the section line 3 chains and 79 links to a stake; thence west parallel with the north line of said lot 12 chains and 53 links to a stake on the shore of Manitowish Lake; thence north along the shore of said lake, 3 chains and 79 links to meander corner, place of beginning containing 4.54 acres more or less. Excepting also a piece of land in said subdivision of the lot aforesaid, to-wit: Commencing at a stake which stands on the shore of Manitowish Lake 3 chains and 79 links south of the NW corner of said Lot 2, thence east parallel with the north line of said lot 2, 12 chains and 53 links to a stake which stands on east line of said lot 2, 3 chains and 79 links south of the NE corner of said lot, thence south on the

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- 2 -

east side of said lot, 5 chains and 65 links to a stake; thence west parallel with the north line of said Lot 8 to place of beginning, containing $4 \frac{3}{4}$ acres more or less.

Parcel No. 3

The NE SW and the SE SW in 24-42-5 E.

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ZONING ORDINANCE FOR VILAS COUNTY, WISCONSIN

An ordinance regulating, restricting and determining the areas within the county in which agriculture, forestry and recreation may be conducted, the location of roads, schools, trades and industries and the location of buildings, designed for specified uses, and the establishment of districts for such purposes and the establishment of set-back building lines outside of the limits of incorporated villages and cities, pursuant to section 59.97 of the Wisconsin statutes.

The county board of supervisors of Vilas county does ordain as follows:

SECTION I

Districts and District Maps

For the purpose of promoting public health, safety, and general welfare, and regulating, restricting and determining the areas within which agriculture, forestry and recreation may be conducted and establishing districts which are deemed best suited to carry out such purposes, outside of the limits of incorporated villages and cities, and in accordance with the provisions of section 59.97 of the Wisconsin Statutes, the territory included in the boundaries of the following towns, to-wit: Arbor Vitae, Boulder Junction, Cloverland, Conover, Flambeau, Lincoln, Phelps, Plum Lake, Presque Isle, St. Germain, Spider Lake, State Line, Washington, Winchester, are hereby divided into three classes of use districts as follows, to-wit:

1. Forestry district.
2. Recreation district, and
3. Unrestricted district.

The boundaries of the aforesaid three (3) use districts are shown upon the official map of Vilas county, attached hereto, being designated the "Zoning Map Showing Use Districts." Vilas county, Wisconsin, dated Nov. 16, 1933, and made a part of this ordinance. All notations, references and other things shown upon said zoning map showing use districts shall be as much a part of this ordinance as if the matter and things set forth by said map were all fully described herein.

No land or premises shall be used except in conformity with the regulations herein prescribed for the use districts in which such land or premises is located.

No building shall be erected or structurally altered or used except in conformity with the regulations herein prescribed for the use districts in which such building is located.

SECTION II

District No. 1—Forestry District

In the forestry district no building, land or premises shall be used except for one or more of the following specified purposes:

1. Production of forest products.
2. Forest industries.
3. Public and private parks, playgrounds, camps grounds and golf grounds.
4. Recreational camps and resorts.
5. Private summer cottages and service buildings.
6. Hunting and fishing cabins.
7. Trappers' cabins.
8. Boat liveries.
9. Mines, quarries and gravel pits.
10. Hydro-electric dams, power plants, flowage areas, transmission lines and substations.
11. Harvesting of any wild crop, such as marsh hay, ferns, moss and berries.

(Explanation — Any of the above uses are permitted in the Forestry District, and all other uses, including family dwellings, shall be prohibited.)

SECTION III

District No. 2—Recreation District

In the Recreation District all buildings, lands or premises may be used for any of the purposes permitted in District No. 1, the Forestry District, and in addition, family dwellings are permitted.

(Explanation — Any of the above uses are permitted in the Recreation District and all other uses, including farms, shall be prohibited.)

SECTION IV

District No. 3—Unrestricted District

In the unrestricted district, any land

may be used for any purpose whatsoever, not in conflict with law.

SECTION V

Non-conforming Uses

The lawful use of any building, land or premises existing at the time of the passage of this ordinance, although such use does not conform to the provisions hereof, may be continued, but if such non-conforming use is discontinued, any future use of said building, land or premises shall be in conformity with the provisions of this ordinance.

The lawful use of a building, land or premises existing at the time of the passage of this ordinance may be continued although such use does not conform with the provisions hereof, and such use may be extended although such use does not conform with the provisions hereof, and such use may be extended throughout such building, land or premises.

Whenever a use district shall be hereafter changed, any then existing non-conforming use in such changed district may be continued or changed to a far more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use, unless the district in which such building, land or premises is located is changed to a less restricted use.

Immediately following publication of this ordinance by the county board, the colonization committee shall prepare a list of all instances of established non-conforming uses of land and publish the same to permit appeal on errors and omissions. Thirty days after publication of this list, a final and official copy shall be filed in the office of the register of deeds.

Nothing in this ordinance shall be construed as prohibiting forestry and recreation in any of the use districts nor a change from any other use to forestry and recreation.

SECTION VI

Boundaries of Districts

District boundary lines shall follow along the lines or along lines extended, indicated on the United States General Land Office survey maps, or along meandered streams.

SECTION VII

Interpretation and Application

The provisions of this act shall not apply to buildings, land or premises belonging to and occupied by the United States, the state of Wisconsin, any town or any school district.

(Explanation—Restrictions as to the use of land for farms in District No. 2 shall not apply on lands obtained by Indians from the federal government upon proof of competency.)

SECTION VIII

Changes and Amendments

The board of supervisors of Vilas county may from time to time amend, supplement or change by ordinance the boundaries of districts or regulations herein established. Any proposed changes shall first be submitted to the county colonization committee for its recommendation and report.

Any and all ordinances, which may amend this ordinance which have been adopted as herein provided, shall be submitted to the town boards governing the territory affected thereby, and their approval obtained before the same shall be adopted by the county board.

SECTION IX

Enforcements and Penalties

The provisions of this ordinance will be enforced by and under the direction of the county board of supervisors. Any person, firm, company or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be subject to a fine of not less than ten (\$10) dollars nor more than two hundred (\$200) dollars, together with the costs of action, and in default of payment thereof, to imprisonment in the

county jail for a period of not less than one (1) day nor more than six (6) months, or until such fine and costs be paid. Compliance therewith may be enforced by injunctive order at the suit of the county or the owner or owners of land within the district affected by the regulations of this ordinance.

SECTION X

Validity

Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION XI

Definitions

Certain terms and words used in this ordinance are defined as follows:

Words used in the present tense include the future; words in the singular number include the plural number, and words in the plural number include the singular number; the word "building" includes the word "structure" and the word "shall" is mandatory and not directory.

FOREST PRODUCTS — Products obtained from stands of forest trees which have been either naturally or artificially established.

FOREST INDUSTRIES — The cutting and storing of forest products, operation of portable sawmills and planer, the production of maple syrup and sugar.

PUBLIC and PRIVATE PARKS, CAMPGROUNDS, and GOLF COURSES — Areas of land with or without buildings designed for recreational uses.

RECREATION CAMPS and RESORTS — Areas of land improved with buildings or tents and sanitary facilities used for occupancy during a part of year only.

PRIVATE COTTAGES and SERVICE BUILDINGS — Buildings designed for seasonal occupancy only and normally used by the owner together with additional structures to house materials and services.

HUNTING and FISHING CABINS — Buildings used at special seasons of the year as a base for hunting, fishing and outdoor recreation.

TRAPPERS' CABINS — A building used as a base for operating one or more trap lines.

BOAT LIVERIES — Establishments offering the rental of boats and fishing equipment.

BUILDING — A structure having roof supported by columns or walls for the shelter, support or enclosure of persons, animals or chattels.

NON-CONFORMING USE — A building or premises occupied by a use that does not conform with the regulations of the use district in which it is situated.

FAMILY DWELLING — Any building designed for and occupied by any person or family establishing or tending to establish a legal residence or acquiring a legal settlement for any purpose upon the premises so occupied.

FARM — An area of land devoted to the production of field or truck crops, livestock or livestock products, which constitute the major use of such property.

SECTION XII

When Effective

This ordinance upon passage and publication shall be in effect in the towns of Arbor Vitae, Boulder Junction, Cloverland, Conover, Flambeau, Lincoln, Phelps, Plum Lake, Presque Isle, St. Germain, State Line, Spider Lake, Washington, Winchester, each of said towns having given its approval to the provisions hereof in the manner provided by section 59.37, Wisconsin Statutes.

Adopted Nov. 16th, 1933.

DAN E. CARDINAL,
Chairman, Board of Supervisors,
Vilas County, Wisconsin.

(SEAL)

MARY THOMAS,
County Clerk, Vilas County, Wis.

Published January 25, 1934.

Filed Nov. 17, 1933, in Register of Deeds office.

Recorded Nov. 15, 1934, in Vol. 9 Misc., Page 531.

The land described in the Caption of
This Abstract is in the Recreational
District.

In Re: Old Age Assistance:

According to the records on file in the Office of the Register of Deeds, there are no Certificates of Old Age Assistance filed in said Office, since October 1st, 1937, the date of taking effect of the law pertaining to such Old Age Assistance, against: William R. Franzen and wife Maud A. (Sometimes known as W. R. Franzen), Elizabeth Holzman.

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No 55

ABSTRACTOR'S CERTIFICATE

STATE OF WISCONSIN)
COUNTY OF VILAS) SS

VILAS COUNTY ABSTRACT COMPANY HEREBY CERTIFIES: THAT the foregoing are true abstracts from all the entries of record in the Office of the Register of Deeds in and for said county affecting title to the land described in the caption hereto, and further certify that we have examined the dockets in the Office of the Clerk of the Circuit Court for said county and there are no unsatisfied judgments or transcripts of judgments docketed in the past ten years against: William R. Franzen and wife Maud A. (Sometimes known as W. R. Franzen), Elizabeth Holzman; and further certify that there are no notices of federal tax liens of record or on file in said county and no state income tax liens or mechanic's liens.

TAX STATEMENT

Lot 7 of 22-42-5 E. as
described in the Caption Taxes Paid
of this Abstract.

TAXES FOR CURRENT YEAR NOT EXAMINED
TAX ROLL IS IN THE HANDS
OF THE TOWN TREASURER FOR COLLECTION
1950

Dated in Eagle River, Wisconsin
January 21, 1947

VILAS COUNTY ABSTRACT COMPANY

By

Secretary

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EAGLE RIVER, WISCONSIN

MEMBER WISCONSIN TITLE ASSOCIATION
MEMBER AMERICAN TITLE ASSOCIATION