

STATE OF WISCONSIN: BRANCH II, COUNTY COURT: JEFFERSON COUNTY:

GERTRUDE P. BICKETT and
HELEN M. FIEGEL,

Plaintiffs,

-vs-

WILBUR A. LARSON, a/k/a W. A.
Larson, and RUTH G. LARSON,
a/k/a Mrs. Wilbur A. Larson,
his wife; WATERTOWN REALTY,
INC., and L. M. BICKETT COMPANY,
a corporation,

SUMMONS

Defendants.

THE STATE OF WISCONSIN, to said Defendants:

You are hereby summoned and required to serve upon
John J. Byrnes, plaintiffs' attorney, whose address is V.F.W.
Building, Elkhorn, Walworth County, Wisconsin, an answer to the
complaint which is herewith served upon you within 20 days after
service of this summons upon you, exclusive of the day of service,
and in case of your failure so to do judgment will be rendered
against you according to the demand of the complaint.

JOHN J. BYRNES
Plaintiffs' Attorney

P.O. Address: V.F.W. Building, Elkhorn, Walworth County, Wisconsin

STATE OF WISCONSIN: BRANCH II, COUNTY COURT: JEFFERSON COUNTY:

GERTRUDE P. BICKETT and
HELEN M. FIEGEL,

Plaintiffs,

-vs-

WILBUR A. LARSON, a/k/a W. A.
Larson, and RUTH G. LARSON,
a/k/a Mrs. Wilbur A. Larson,
his wife; WATERTOWN REALTY,
INC., and L. M. BICKETT COMPANY,
a corporation,

COMPLAINT

Defendants.

Now come the above named plaintiffs, by John J. Byrnes, their attorney, complain of the above named defendants, and for a cause of action allege:

1. That the plaintiffs are individuals, residing in the City of Elkhorn, Walworth County, Wisconsin.
2. That defendants Wilbur A. Larson and Ruth G. Larson are husband and wife, residing in the City of Watertown, Jefferson County, Wisconsin; defendants Watertown Realty, Inc. and L. M. Bickett Company, are Wisconsin corporations, located in the City of Watertown, Jefferson County, Wisconsin; that none of the defendants is in the Armed Forces of the United States.
3. That heretofore, to-wit, on the 16th day of February, 1959, plaintiffs were the owners in fee simple and seized of the following described premises situated in the County of Jefferson and State of Wisconsin, to-wit:

PARCEL I: The following described real estate situated in the City of Watertown, Jefferson County, Wisconsin, to-wit:

Lot No. Two (2), Block Thirty (30), according to Cole, Bailey & Co's. plat of Watertown on the East side of Rock River as surveyed by Milo Jones and now of record, together with 120 square inches of water for propelling machinery to be furnished on said lot by Cole, Bailey & Co., or their assigns, according to and to be drawn and used subject to restrictions, reservations, and conditions contained or referred to in the deed of said property and water given by Jarvis Hall and wife to John L. Smith and Joseph B. Bennett dated October 1, 1872, and recorded October 1, 1872, in Volume 63 page 471, to which deed and the record thereof and the deeds therein referred to and the records thereof, reference is hereby made for a more full description; also the North 3/4ths of Lot Three (3), Block Thirty (30) of the aforesaid plat, together with the water and water power appurtenant thereto. For a more particular description of said water and the terms and conditions under which the same is to be drawn and used, reference is had to a deed thereof made by Hiram W. Blanchard and wife to Emanuel Lehman dated January 7, 1863, and record of said deed. Also all of the rights of the Watertown Machine Co. under a certain stipulation or agreement executed by Milton Blanchard and Joseph B. Bennett dated February 14, 1876, and recorded April 1st, 1876, in Volume 70 page 163 concerning the last aforesaid water power. Also the 1414 cu. ft. of water per minute conveyed or contracted to be conveyed by Frank Koenig to the J. L. Perry Mfg. Co., Limited, by an agreement or indenture made June 15, 1886, upon the terms and conditions specified in such agreement to which reference is hereby expressly made. Said premises are all subject, however, to the rights heretofore given to the Chicago, Milwaukee and St. Paul Railway Co. for a spur track across said premises or a part of the same, together with all the privileges and appurtenances to the same belonging, and subject to a right of way for sewer given to the city of Watertown, recorded July 17, 1923, in Volume 5 of Misc. on page 446; and further subject to any and all other recorded easements, rights of way and restrictions.

SEWER RIGHT OF WAY

The right and privilege to lay a storm sewer through Lot Three (3), Block Thirty (30) of the Original Plat of the East side of Watertown, Wisconsin, the center line of the private right of way being 20' wide is 27'0" North of and parallel to the South line of Lot Three (3), Block Thirty (30) of the Original Plat of the East side of Watertown, which said premises are now owned by it, and for which privilege, receipt of the payment in full, is hereby acknowledged. And the said Bickett Rubber Products Corp., hereby for itself

and its assigns, grants unto the said city of Watertown, and its officers and contractors, the full right and authority to enter upon said premises where necessary for the purpose of building said sewer, or repairing the same, on condition that the said city of Watertown shall be liable for any damage caused thereby to the fences or sidewalks, and shall restore said fences and sidewalks to the condition the same were in at the time of entry upon said premises.

PARCEL II: The following described real estate situated in the City of Watertown, Jefferson County, Wisconsin, to-wit:

Lot Four (4) and the South 16½ feet of Lot Three (3), Block Thirty (30), according to Cole, Bailey & Co's. plat of Watertown on the East side of Rock River as surveyed by Milo Jones and now of record; EXCEPTING therefrom the following parcel of real estate, viz:

Commencing at the Southeast corner of said Lot Four (4); thence North along the East line of said lots Three (3) and Four (4) to a point which is 16½ feet North of the Southeast corner of said Lot Three (3); thence West to a point which is 42 feet directly East from the East rail of the railway track on the railway right-of-way more particularly described in a judgment filed in office of the Clerk of Circuit Court, Volume B, page 8; thence South 20 feet; thence Southeasterly in a straight line to a point on the South line of said Lot Four (4), which is 12 feet East of the East rail of the railroad track on said railroad right-of-way; thence East along the South line of said Lot Four (4) to the place of beginning;

Subject to a right of way adjacent to the West line of above described excepted parcel of land, which right of way is bounded on the East by the West line of above described excepted parcel of land and on the West by the East line of said railroad right of way; and further subject to the rights heretofore given to the Chicago, Milwaukee and St. Paul Railway Co. for a spur track across said premises or a part of the same, together with all the privileges and appurtenances to the same belonging; and further subject to any and all other recorded easements, rights of way and restrictions.

NOTE: All references to recorded documents in the above legal descriptions of Parcel I and Parcel II refer to documents recorded in the office of the Register of Deeds of Jefferson County, Wisconsin.

4. That on said 16th day of February, 1959, the plaintiffs, as vendors, and defendants Wilbur A. Larson and Ruth G. Larson, joint tenants, as vendees, entered into a contract in writing for the sale by the plaintiffs and the purchase by said defendants of the lands and premises hereinabove described, which contract was duly signed, sealed, witnessed, and acknowledged, and thereafter recorded March 3, 1959, in the office of the Register of Deeds for said Jefferson County, in Vol. 313 of Deeds, page 217, document No. 555768. True and exact copy of said Land Contract is annexed hereto, labelled Exhibit "A" and incorporated into this complaint by reference.

5. That on the same day, to-wit, February 16, 1959, the said purchasers, Wilbur A. Larson and Ruth G. Larson, executed one certain Assignment of Land Contract, assigning and setting over to defendant Watertown Realty, Inc., all of the rights of said Larsons under the aforementioned Land Contract, which Assignment was thereafter, on the 3rd day of March, 1959, duly recorded in the Office of the Register of Deeds for Jefferson County, in Vol. 313 of Deeds, page 224, document No. 555769, and by virtue of which said Watertown Realty, Inc. is a necessary and proper party defendant in this action. True and exact copy of said Assignment is annexed hereto, labelled Exhibit "B" and incorporated into this complaint by reference.

6. That thereafter the said assignee of said Land contract, Watertown Realty, Inc., leased the premises in question to defendant L. M. Bickett Company, by written lease dated February 16, 1959, said lease being duly recorded in the office of the Register of Deeds for Jefferson County, in Vol. 25 of Miscellaneous, page 577, document No. 588223, by virtue of which lease, defendant

L. M. Bickett Company is a necessary and proper defendant in this action. Plaintiffs allege, on information and belief, that said L. M. Bickett Company presently occupies the premises described above.

7. That under the terms of the above mentioned Land Contract, defendants Wilbur A. Larson and Ruth G. Larson, covenanted and agreed to pay Sixty Thousand One Hundred (\$60,100) Dollars for the premises, with interest on unpaid principal at the rate of 5% per annum from August 1, 1958, said principal and interest to be paid in monthly installments of Five Hundred (\$500) Dollars each, commencing with the date of said contract, and continuing thereafter, on the 15th day of each month, until the entire principal amount, with interest, had been fully paid, said payments to be made at the Merchants National Bank of Watertown, Wisconsin.

8. That under the terms of said Land Contract, the said Larsons further covenanted and agreed to pay all taxes and assessments levied on the premises since January 1, 1958; also, said Larsons agreed to keep the premises insured in the sum of at least Sixty Thousand (\$60,000) Dollars, against loss by fire or windstorm, including extended coverage, with a loss payable clause in favor of plaintiffs, said Larsons paying the premiums on said policies, which were to be held by plaintiffs, their heirs, legal representatives, or assigns, as collateral to said contract.

9. That under said contract, said Larsons further agreed to hold the demised premises as tenants by sufferance of the plaintiffs, subject to be removed as such tenants holding over, by process, under the statute in such case made and provided, whenever default was made in the payment of purchase money, interest, taxes, assessments, or insurance premiums, as above specified; also, said Larsons agreed to keep the buildings, fences, and improvements on

said premises in the condition they were at the date of purchase, except for ordinary wear and decay; said Larsons agreed not to do any act tending to depreciate the value of said premises.

10. That under said contract, the plaintiffs covenanted and agreed that they would, upon full payment of the purchase price, and performance of the other conditions imposed in said Land Contract, deliver, on demand, to the Larsons, their heirs or legal representatives, a good and sufficient Warranty Deed, conveying the property free of legal encumbrances, except taxes and assessments to be paid by the Larsons, and except any liens or encumbrances created by the act or default of said Larsons, their heirs, legal representatives, or assigns; also, plaintiffs agreed to deliver merchantable abstract for the premises.

11. That said Land Contract further provided that in the event the said Larsons defaulted in any of their payments or other obligations under said Land Contract, plaintiffs had the right to declare said contract void, without notice, all payments thereon forfeited, subject to be revived and renewed only by the act of plaintiffs, or by mutual agreement; it was further agreed that the Larsons would have no further right thereafter to collect rents from tenants, if any, but that said rents were to be collected by and belong to the plaintiffs.

12. That the said defendants, Wilbur A. Larson and Ruth G. Larson, are now delinquent 18 payments of Five Hundred (\$500) Dollars each, which came due over the period commencing April 15, 1963, up to and including September 15, 1964, a total of Nine Thousand (\$9000) Dollars now due and payable under said Land Contract; on information and belief, said Larsons have further

failed to pay property taxes for the year 1962, in the amount of One Thousand Three Hundred Thirty-five (\$1335) Dollars, plus accrued interest, and also for the year 1963, in the amount of One Thousand Four Hundred Thirty-two and 48/100 (\$1432.48) Dollars, plus accrued interest; said Larsons have also further failed to furnish plaintiffs with the insurance policies called for under said contract; also, said Larsons have failed to keep the buildings and improvements on said premises in good repair; plaintiffs here allege, on information and belief, that a Receiver should be appointed forthwith to take charge of the premises, collect the rentals on same, and keep said premises in proper repair; that Victor G. Fiegel, of Elkhorn, Wisconsin, is competent and willing to serve as such Receiver.

13. That the said plaintiffs are now willing and able to deliver the Warranty Deed and merchantable abstract called for under said contract if and when the balance of the purchase price and interest is fully paid; plaintiffs stand ready to bring said deed and abstract into court and tender same for delivery, upon the direction of the court.

14. That no other action or proceeding has been commenced at law or in equity for the collection of the sums due on this contract, or for the specific performance thereof.

WHEREFORE, plaintiffs pray that the court adjudicate all matters within the scope of this complaint; specifically, plaintiffs demand judgment finding and determining the total moneys

now due and owing plaintiffs under the Land Contract; awarding plaintiffs their counsel fees and disbursements, and allowing the defendants, Wilbur A. Larson and Ruth G. Larson, a reasonable time in which to pay same, together with delinquent taxes and interest, failing in which the court direct a sale of the premises, or the vendees' equity therein under said Land Contract, to pay the said sums then due and adjudged to be paid; that in case of any deficiency, plaintiffs have judgment and execution against defendants Wilbur A. Larson and Ruth G. Larson, after applying the proceeds of said sale to payment of the amount adjudged then to be due and payable plaintiffs; that in such event, the defendants, Wilbur A. Larson and Ruth G. Larson, and Watertown Realty, Inc., and all persons claiming under them, be barred of any and all interest, right, or title in or to the premises; plaintiffs pray that the court appoint Victor G. Fiegel, or some other suitable person, forthwith, as Receiver, to take possession of the premises, collect the rentals thereon, and keep same in repair; plaintiffs further pray that the court, having taken jurisdiction in this action, retain jurisdiction, to the end that full and complete justice be done in this case, and for such other relief as the court deems just and equitable.

JOHN J. BYRNES
Plaintiffs' Attorney

P.O. Address: V.F.W. Building, Elkhorn, Walworth County, Wisconsin

State of Wisconsin)
) ss.
County of Walworth)

HELEN M. FIEGEL, being first duly sworn, on oath states that she is one of the plaintiffs in the above entitled action; that she has read the above and foregoing Complaint and knows the contents thereof, and that the same is true to her own

knowledge, except as to matters therein stated to be upon information and belief, and as to those matters, she believes it to be true.

HELEN M. FIEGEL

SUBSCRIBED AND SWORN To before me
this 10th day of October, 1964.

JOHN J. BYRNES

Notary Public, Walworth County, Wis.

My commission is permanent.

LAND CONTRACT

THIS ARTICLE OF AGREEMENT, Made and concluded this 16th day of February, A. D. 1959, by and between Gertrude P. Bickett and Helen M. Fiegel, widow and daughter respectively and sole beneficiaries under the will of L. M. Bickett, also known as LaRoy M. Bickett, deceased, late of City of Watertown, Jefferson County, Wisconsin, parties of the first part, and Wilbur A. Larson and Ruth G. Larson, his wife, as joint tenants, parties of the second part.

WITNESSETH:

FIRST, That said parties of the second part hereby agree and bind themselves, their/^{heirs and}legal representatives, to pay, or cause to be paid, to the said parties of the first part, their heirs or assigns, the sum of Sixty Thousand One Hundred (\$60,100.00) Dollars, with interest on unpaid principal at the rate of five per cent. per annum from August 1, 1958, in manner following:

In monthly installment payments of \$500.00 to apply first on interest and the balance on principal, the first payment to be made on February 16, 1959, and subsequent payments to be made on the 15th day of each and every month thereafter, and said payments of \$500.00 each month shall continue until the entire principal amount with interest has been fully paid (the last payment being for whatever part of a monthly payment as remains unpaid of principal and interest).

The said payments to be made to the parties of the first part, to their account in Merchants National Bank, Watertown, Wisconsin, ~~at the residence of either Gertrude P. Bickett or Helen M. Fiegel,~~ and the same being intended to apply, when fully completed as the purchase money for the following tract, piece or parcel of land, situated in the County of Jefferson and State of Wisconsin, to-wit:

PARCEL 1: The following described real estate situated in the City of Watertown, Jefferson County, Wisconsin, to-wit:

Lot No. Two (2), Block Thirty (30), according to Cole, Bailey & Co's. plat of Watertown on the East side of Rock River as surveyed by Milo Jones and now of record, together with 120 square inches of water for propelling machinery to be furnished on said lot by Cole, Bailey & Co., or their assigns, according

to and to be drawn and used subject to restrictions, reservations, and conditions contained or referred to in the deed of said property and water given by Jarvis Hall and wife to John L. Smith and Joseph B. Bennett dated October 1, 1872, and recorded October 1, 1872, in Volume 63 page 471, to which deed and the record thereof and the deeds therein referred to and the records thereof, reference is hereby made for a more full description; also the North 3/4ths of Lot Three (3), Block Thirty (30) of the aforesaid plat, together with the water and water power appurtenant thereto. For a more particular description of said water and the terms and conditions under which the same is to be drawn and used, reference is had to a deed thereof made by Hiram W. Blanchard and wife to Emanuel Lehman dated January 7, 1863, and record of said deed. Also all of the rights of the Watertown Machine Co. under a certain stipulation or agreement executed by Milton Blanchard and Joseph B. Bennett dated February 14, 1876, and recorded April 1st, 1876, in Volume 70 page 163 concerning the last aforesaid water power. Also the 1414 cu. ft. of water per minute conveyed or contracted to be conveyed by Frank Koenig to the J. L. Perry Mfg. Co., Limited, by an agreement or indenture made June 15, 1886, upon the terms and conditions specified in such agreement to which reference is hereby expressly made. Said premises are all subject, however, to the rights heretofore given to the Chicago, Milwaukee and St. Paul Railway Co. for a spur track across said premises or a part of the same, together with all the privileges and appurtenances to the same belonging, and subject to a right of way for sewer given to the city of Watertown, recorded July 17, 1923, in Volume 5 of Misc. on page 446; and further subject to any and all other recorded easements, rights of way and restrictions.

SEWER RIGHT OF WAY

The right and privilege to lay a storm sewer through Lot Three (3), Block Thirty (30) of the Original Plat of the East side of Watertown, Wisconsin, the center line of the private right of way being 20' wide is 27'0" North of and parallel to the South line of Lot Three (3), Block Thirty (30) of the Original Plat of the East side of Watertown, which said premises are now owned by it, and for which privilege, receipt of the payment in full, is hereby acknowledged. And the said Bickett Rubber Products Corp., hereby for itself and its assigns, grants unto the said city of Watertown, and its officers and contractors, the full right and authority to enter upon said premises where necessary for the purpose of building said sewer, or repairing the same, on condition that the said city of Watertown shall be liable for any damage caused thereby to the fences or sidewalks, and shall restore said fences and sidewalks to the condition the same were in at the time of entry upon said premises.

PARCEL II: The following described real estate situated in the City of Watertown, Jefferson County, Wisconsin, to-wit:

Lot Four (4) and the South 16½ feet of Lot Three (3), Block Thirty (30), according to Cole, Bailey & Co's. plat of Watertown on the East side of Rock River as surveyed by Milo Jones and now of record; EXCEPTING therefrom the following parcel of real estate, viz:

Commencing at the Southeast corner of said Lot Four (4); thence North along the East line of said lots Three (3) and Four (4) to a point which is 16½ feet North of the Southeast corner of said Lot Three (3); thence West to a point which is 42 feet directly East from the East rail of the railway track on the railway right-of-way more particularly described in a judgment filed in office of the Clerk of Circuit Court, Volume B, page 8; thence South 20 feet; thence Southeasterly in a straight line to a point on the South line of said ~~LOT~~ LOT Four (4), which is 12 feet East of the East rail of the railroad track on said railroad right-of-way; thence East along the South line of said Lot Four (4) to the place of beginning;

Subject to a right of way adjacent to the West line of above described excepted parcel of land, which right of way is bounded on the East by the West line of above described excepted parcel of land and on the West by the East line of said railroad right of way; and further subject to the rights heretofore given to the Chicago, Milwaukee and St. Paul Railway Co. for a spur track across said premises or a part of the same, together with all the privileges and appurtenances to the same belonging; and further subject to any and all other recorded easements, rights of way and restrictions.

NOTE: All references to recorded documents in the above legal descriptions of Parcel I and Parcel II refer to documents recorded in the office of the Register of Deeds of Jefferson County, Wisconsin.

Stop

The said parties of the second part further agree that they will pay, when due and payable, all taxes and assessments which have been assessed or levied on the above described premises since the 1st day of January, A. D. 1958, and also all such as may be hereafter assessed or levied thereon or upon the interest of said parties of the first part in said premises; and also all taxes and assessments now or hereafter assessed or levied against any mortgage which may exist against said premises or against the note or the indebtedness secured by such mortgage or against the interest

in said premises of any party holding a mortgage against said premises during the term of this contract, and promise and agree that the interest of the parties of the first part and the interest of the parties of the second part in said real estate and the interest of any party holding a mortgage against said real estate during the term of this contract, shall be assessed for taxation and taxed together, without separate valuation as unincumbered real estate and shall be paid by the said parties of the second part and the said parties of the second part hereby waive all rights of offsets or deductions because of the payment of any such taxes and assessments, until the aforesaid purchase money shall be fully paid, in the manner above stated.

The parties of the second part further agree that the said parties of the first part shall insure and keep insured against loss or damage the buildings now on said premises and such as may hereafter be erected thereon during the life of this contract in the sum of at least Sixty Thousand (\$60,000.00) Dollars, against loss or damage by fire and windstorm, including extended coverage, in the name of the parties of the first part as owner in fee, with clause in said policy that the said parties of the second part have a land contract interest therein and the loss, if any, under such insurance shall be payable to the said parties of the first part to the extent of their interest and the surplus, if any, to the said parties of the second part, subject, however, to the rights of mortgagees, if any, respecting such insurance; such policy or policies to be held by the said parties of the first part, their heirs, legal representatives or assigns, as collateral to this contract; and the said parties of the second part shall pay the premium on such policy or policies when due, and in case of the failure or neglect of the said parties of the second part to pay such premiums when due, said parties of the first part, their heirs, legal representatives or assigns may pay the same and charge the cost thereof with interest thereon at the legal rate, to the said

parties of the second part, and the same shall be considered and taken to be an additional part of the consideration of this contract.

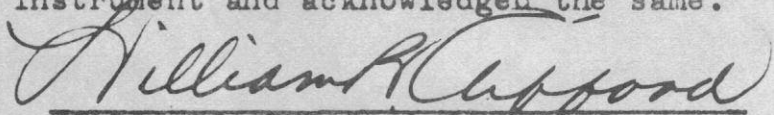
The parties of the second part further agree to hold the said premises from the date hereof, as the tenants by sufferance of the said parties of the first part, subject to be removed as such tenants holding over, by process under the statute in such case made and provided, whenever default shall be made in the payment of any of the installments of purchase money, interest, taxes, assessments or insurance premiums as above specified; and also to keep the buildings, fences and improvements on said premises in as good repair and condition as they now are, except ordinary wear and decay, and not to do any act whatsoever which tends to depreciate the value of said premises.

SECOND, That the said parties of the first part, hereby agree and bind their heirs, executors and administrators, that in case the aforesaid sum of Sixty Thousand/^{One Hundred}(\$60,100.00) Dollars, with the interest and other moneys shall be fully paid and all the conditions herein provided shall be fully performed at the times and in the manner above specified, they will on demand, thereafter cause to be executed and delivered to the said parties of the second part, or their heirs or legal representatives, a good and sufficient Warranty Deed, in fee simple, of the premises above described, under Parcel I, and a Quit Claim Deed of the premises above described under Parcel II, free and clear of all legal liens and incumbrances, except the taxes and assessments herein agreed to be paid by the parties of the second part, and except any liens or incumbrances created by the act or default of the parties of the second part, their heirs, legal representatives or assigns, and further agree to deliver a merchantable abstract for the premises above described under Parcel I.

THIRD, It is distinctly agreed and understood by and between the parties hereto, that if the said parties of the second part

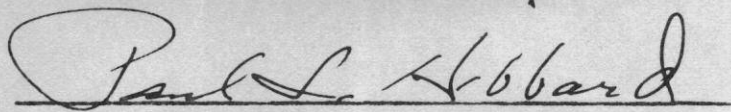
STATE OF WISCONSIN)
) ss.
JEFFERSON COUNTY)

Personally came before me this 16 day of February, A. D. 1959, the above named Gertrude P. Bickett and Helen M. Fiegel, widow and daughter respectively and sole beneficiaries under the will of L. M. Bickett, deceased, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


William B. Clifford
Notary Public, Jefferson County, Wis.
My commission expires March 6, 1960.

STATE OF WISCONSIN)
) ss.
JEFFERSON COUNTY)

Personally came before me, this 16 day of February, A. D. 1959, the above named Wilbur A. Larson and Ruth G. Larson, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, Jefferson County, Wis.
My commission expires: NOV. 15, 1959

This instrument was drafted by
~~William~~ B. Clifford, Attorney at Law

For and in Consideration of One Dollar (\$1.00) and other good and valuable consideration, to US in hand paid we Wilbur A. Larson and Ruth G. Larson

of the City of Watertown, County of Jefferson, State of Wisconsin,

grant bargain sell assign transfer convey and set over unto Watertown Realty, Inc., a corporation duly organized and existing under and by virtue of the laws of the state of Wisconsin,

a certain Land Contract, executed by Gertrude P. Bickett and Helen M. Flegg

of the City of Watertown, County of Jefferson, State of Wisconsin,

and dated the 16th day of February A.D. 1959,

to us, Wilbur A. Larson and Ruth G. Larson

on certain lands in the County of Jefferson and State of Wisconsin, together with

the rights & privileges therein referred to and all the right, title and interest conveyed

by said Land Contract, in and to said lands, which Land Contract was duly recorded in the office of the Register of Deeds

in and for the County of Jefferson, State of Wisconsin, on the 3rd day

of March, A.D. 1959, at 2:10 o'clock P.M., in Volume 143 of Deeds,

on page 217, Document No. 555768

To Have and to Hold the said Land Contract, and the debt thereby secured, and all right, title and interest conveyed by said Land Contract, in and to the lands therein described to the said

Watertown Realty, Inc.

its heirs, executors, administrators and assigns forever, for its use and benefit

And we hereby covenant that there is now owing and unpaid on the said

Land Contract, as principal, a sum not less than Sixty Thousand One Hundred and/or dollars, and also interest from August 1, 1958, and that we have good right to assign the same.

In Witness Whereof, We have hereunto set our hands and seals this 16th day of February, A.D. 1959.

SIGNED AND SEALED IN PRESENCE OF

Paul L. Hibbard, Patricia Benling (Notary Public)

Wilbur A. Larson, Ruth G. Larson (Signatories)

State of Wisconsin,

Jefferson County, ss

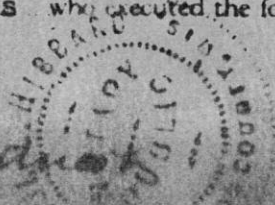
Personally came before me, this 16th day of February, A.D. 1959, the above named Wilbur A. Larson and Ruth G. Larson

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

No. 555769

Received for record this 3 day of March, A.D. 1959 at 2:15 P.M.

Register of Deeds



Paul L. Hibbard, Notary Public, Jefferson County, Wis.

My commission expires November 15, A.D. 1959

EXHIBIT "B"

(ORIGINAL) (COPY)

STATE OF WISCONSIN

In Branch II, County _____ Court
WALWORTH COUNTY

GERTRUDE P. BICKETT and
HELEN M. FIEGEL,

Plaintiffs,

-vs-

WILBUR A. LARSON, et al,

Defendants.

SUMMONS AND COMPLAINT

Due Personal Service of the within _____
_____ admitted this _____ day
of _____, 19 _____

Attorney for _____

Served this _____ day of _____
19 _____

Sheriff

By _____

Deputy Sheriff

JOHN J. BYRNES

Attorney for _____

VFW Building
ELKHORN, WISCONSIN 53121

723-2684

SERVED THIS 19th DAY OF Oct 19 64
Clarence A. Rossmann
POLICE OFFICER : : : CONSTABLE
WATERTOWN WISCONSIN

JOHN J. BYRNES
Attorney at Law
ELKHORN, WISCONSIN 53121