

GENERAL CORRESPONDENCE

1879 JULY 1-20

FOLDER NO.

11-24

JAMES J. HILL PAPERS

PLEASE RETAIN
ORIGINAL ORDER

The St. Paul, Minneapolis and Manitoba Railway Company.

First Mortgage 7 Per Cent. Sinking Fund Land Grant Gold Bonds.

\$12,000 Per Mile upon Completed Road and 2,000,000 Acres of Land.

Interest Payable January and July. Principal due 1909.

The St. Paul, Minneapolis and Manitoba Railway Company has been organized out of the St. Paul and Pacific Railroad Company, the First Division of the St. Paul and Pacific Railroad Company, and the Red River and Manitoba Railroad Company, and now owns and is operating under the charter of the St. Paul and Pacific Railroad Company, 565 miles of completed railway, running from St. Paul, Minnesota, and Minneapolis to the boundary line between the United States and the Province of Manitoba, where a connection is made with the Pembina Branch of the Canada Pacific Railroad with Winnipeg, including the Railway from Minneapolis via St. Cloud to Alexandria.

The Company also owns about 2,000,000 acres of fertile land in alternate sections, on each side of the lines. The country through which the Railways pass is well settled, and furnishes a large and rapidly increasing local business, while the through traffic with Manitoba passes wholly over the Company's lines. The Company is building a line from Alexandria via Fergus Falls, to connect with its main line to Winnipeg, a distance of 90 miles, also 12 miles from Fisher's Landing to Grand Forks, which will be finished by the 1st of November next. This construction completes the system as originally projected. The Company will then own 667 miles of completed and fully equipped road. The mortgage under which the above bonds are issued, covers the entire property of the Company, (including the 2,000,000 acres of land), at the rate of \$12,000 per mile of completed road. The proceeds of sales of land are specially devoted to a Sinking Fund, and are to be applied by the Trustees to the purchase of the bonds at or under 105 per cent., or to the retirement of the bonds by lot at a premium of 5 per cent. There is no prior indebtedness upon the property, except an old mortgage for \$120,000 upon 10 miles of the Railway, maturing in two years, and one of \$366,000 on 80 miles due in 1893, both of which the Company is prepared to pay off. The total amount of the bonds provided to be issued is \$8,000,000, of which \$6,780,000 is now to be issued. The entire issue has been sold by the Company, and a limited amount is now offered to the public at 104 per cent. and interest from July 1st, the right being reserved to advance the price at any time.

The net earnings from the operations of these Railways for the year ending December 31st, 1878, were \$806,000, and for the first four months of 1879, \$363,000. The total interest charge upon the entire loan is \$560,000.

Purchasers can pay for the bonds on July 1st, from which date the bonds bear interest at 7 per cent., receiving the Company's contract to deliver the bonds before September 1st, 1879, with the January 1st, 1880, coupons attached.

J. S. KENNEDY & CO.,
63 WILLIAM STREET.
ROOSEVELT & SON,
32 PINE STREET.

New York, July 1st, 1879.



Office of

H. Houlton

MANUFACTURER AND DEALER IN ALL KINDS OF

LUMBER, SHINGLES, LATHS &c.

MILLS AT ELK RIVER

ALSO

DEALER IN GENERAL

MERCHANDISE

ELK RIVER, MINN. July 3rd 1879

J. P. Hill

begin given of 28th June at home
I have only about 1000 ties
perhaps about half Oak & the other
Lemonade &c

Respt &c

H. Houlton

Will pay current prices for good ties
and have them estimated



CABLE ADDRESS "JACKSON"
SPECIAL ATTENTION GIVEN TO SECTIONAL WORK FOR EXPORTATION.

DELAWARE CAR WORKS

Jackson & Sharp Company

MANUFACTURERS OF
PASSENGER CARS, FREIGHT CARS, CATTLE CARS, RAILROADS & FREIGHT CARS.

Wilmington, Del. U.S.A. July 9 1879

*Sas J Hill Esq
Govt Manager
St Paul. Minneapolis, Manitoba Ry
St Paul Minn*

Dear Sir

*The late the liberty of writing you regarding
our work and will esteem it a privilege to
confer with you at any time about cars
and to submit prices and photographs.*

*The office have car building upon order
that we can spare for quick delivery*

*Trusting that we may have you, Command
we are dear Sir*

*Yours truly
Jackson & Sharp*

*We have several of your cars on our road, and
do not want any more of the same kind.
We presume you can build a good car if you
that all your work is not like that on our road, but*

*We do not want any cars at present and
when we do, will try and get better work than your
Co furnished us on previous orders*

E. V. HOLCOMBE,
Genl Manager.

H. SWINFORD,
Sec'y-Treas.

OFFICE OF

"The Winnipeg & Western Transportation Co., Limited."

Winnipeg, July 11th 1879

J. G. Hill Esq.
Genl Manager & Pres.
St. Paul.

Expecting to have seen you again before I left St Paul. I did not mention the subject of Grand Forks business which (if the growing crop meets with no backward) will be an important item in the business of your Company after Sep 15th & should the Red Lake River become as low as is usual at that season (the prospects now being that it will be low) it will be an impossibility to show more than a small portion of the wheat up that stream that would be marketed at Grand Forks alone - The same reason applies to that river as to that between the Grandin Farm & Moorhead - too narrow & crooked to get large loads up stream & for which reason a part of last year's crop was still remaining on the Grandin Farm two weeks ago - or at least so I was informed.

The business referred to above is that of Grand Forks only leaving out of the account any that would naturally come down from Frog Point which would be a large amount if facilities for transportation were at hand - no doubt but a good portion of the crop at or near Goose River would be marketed at Frog Point also - if boats were running between

[7-11-79]

E. V. HOLCOMBE,
Genl. Manager.H. SWINTON,
Secy. Treas.

OFFICE OF

"The Winnipeg & Western Transportation Co., Limited."

Winnipeg.

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that point & the end of your road. I assume of course that the Red River would be too low to go up with boats & barges as far as Grouse River (Caladonia) & bring down wheat from there. There would also be some little gain to come from the region of the Smith & Kelly's Point but most likely this last (Kelly's) could be taken down stream to St. Vincent to better advantage.

Now the point is should the Road be extended to the Forks all this business would be done so much easier by road & the same Steamboat tonnage employed to just as good or better advantage in running to the other points above & below. I think you would see the Grandin boat running to you in less than a week. Should the Road not be extended some of these localities must suffer. All of which tends greatly to discourage new settlers as you of course are aware. I hope to hear from you on this subject soon & hope also to see you down or rather up the river coming for my

I must ask you to excuse my writing with pencil for these days had such a Rheumatism in my right arm that I cannot write more than a few ^{dragging} lines with a pen. Very truly yours

E. V. Holcombe

"THE WINNIPEG & WESTERN TRANSPORTATION CO LIMITED."

Winnipeg, July 11, 1879.

J.J. Hill Esq;
Gen. Manager St. Paul, Minn
Dear Sir:

Expected to have seen you again before I left St. Paul, I did not mention the subject of Grand Forks business which (if the growing crop meets with no setback) will be an important item in the business of your company after Sept. 10th. and should the Red River (Lake) become as low as is usual at that season (the prospects now being that it will be lower) it will be an impossibility to shove more than a small portion of the wheat up that stream that would be marketed at Grand Forks alone. The same reason applies to that river as to that between the Grandin Farm and Moorhead. It is too narrow and crooked to get large loads up stream and for which reason a part of last years crop was still remaining on the Grandin Farm two weeks ago (or at least so I was informed).

The business referred to above is that of Grand Forks only leaving out of the account any that would naturally come down from Frog Point which would be a large amount if facilities for transportation were at hand- no doubt but a good portion of the crop at or near Goose River would be marketed at Frog Point also, if boats were running between that point and the end of your road. I assume of course that the Red River would be too low to go up with boats and barges as far as Goose River (Caladonia) & bring down wheat from there. There would also be some little grain to come from the region of the Turtle & Kelly's Point, but most likely this last (Kelly) could be taken down stream to St. Vincent to better advantage.

Now the point is should the road be extended to the Forks, all that business would be done so much easier by road and the same steamboat tonnage employed to just as good or better advantage in running to the other points above and below. I think you would see the Grandin boat running to you in less than a week. Should the road not be extended some of these localities must suffer, all of which tends greatly to discourage new settlers as you of course are aware. I hope to hear from you on this subject soon, and

hope also to see you down, (or rather up) in this country before long

I must ask you to excuse my writing with pencil have for three days had such a rheumatism in my right arm and hand that I cannot write more than a few lines at a time with a pen.

Very truly yours,

E.V. Holcombe,

Winnipeg, July 20, 1879.

J.J. Hill Esq;
Genl Manager
St. Paul, Minn.

Dear Sir:

Samuel Risley of Toronto (Chairman of the board of Steamboat Inspectors for Canada) has sent me word that he will quit Manitoba in August. Then he would confer with me regarding the wants of Steamboats in these waters. I met Mr. R. last spring in Toronto on the same waters. I thought it would be a good idea to meet him in as friendly a spirit as possible and impress him favorably as to our line etc.

Have therefore inclosed him a pass over our boats and would like if you would also put one in the same envelope from Glyndon to St. Vincent- (he is coming by Lake Steamers) and if consistent, get one from Duluth to Glyndon on Acct. of W.W.T. Co. I make this last suggestion not knowing what your relations with the management of the N.P. Road are, whether they permit you to consistently make the request. If not the pass from Glyndon would show our good will.

Yours truly,
E.V. Holcombe.

St Paul 7/12/79

You are requested to
attend a Special meeting
of State Agricult^l Assⁿ at
Merchants Hotel Tuesday
July 15th at 10 a.m.
on important business
affecting the title of
Real Estate of the
association -

Signed { Ch. H. Wilder Pres.
J. J. Hill Secy.

[7-15-79]

Sherriff's Certificate on
 foreclosure by Edw.
 Robbins & Wife Co
 Caroline L Phelps

This property was
 deeded to St Paul
 by the City of St Paul
 and paid for July
 15th 1879. See Bank Rec.

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SECURED BY MORTGAGE ON REAL ESTATE, WITH [7-15-75]

\$1700⁰⁰/₁₀₀

St. Paul, Minn. Apr. 11th 1876

Three years after date (without grace) I
promise to pay to the order of Caroline C. Phelps
Seventeen hundred ¹⁰⁰/₁₀₀ Dollars,
at the Bear King House of Dan S. Co. St. Paul, Minn.
with interest at the rate of ten per cent. per annum, payable semi annually, until paid.
Value Received

D M Robbins

St. Paul Press.

R. W. JOHNSON & SON, Real Estate Office, No. 1 W. Third Street, Bridge Square.

This Indenture, Made this Twenty second day of May in the year of our Lord one thousand eight hundred and seventy eight between Caroline C. Phelps and William F. Phelps her husband of Whitewater, Wisconsin

parties of the first part, and James J. Hill

Caroline C. Phelps party of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand two hundred (2200.) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell, Release and Quit-Claim, unto the said party of the second part, his heirs and assigns, Forever,

all the following tract or parcel of land, lying and being in the County of Ramsey and State of Minnesota, described as follows, to-wit: Lots 215 (6) and 216 (7) in Block Fifty three (53) Kittson's addition to the city of Saint Paul according to the recorded plat thereof on file in the office of Register of Deeds of said Ramsey County, Minnesota

Together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining. And the said parties of the first part, for themselves their heirs, executors and administrators, do covenant with the said party of the second part, his heirs, executors, administrators and assigns, that they have not made, done, executed or suffered any act or thing whatsoever, whereby the above described premises or any part thereof, now are or at any time hereafter shall or may be imperilled, charged or incumbered in any manner whatsoever.

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

Signed, Sealed and Delivered in Presence of

Mary Bird
Henry Heady

Witnesses.

Caroline C. Phelps.
Wm. F. Phelps.

SEAL

SEAL

SEAL

SEAL

State of *Minnesota*
County of *Wabasha*

I, *Henry Heady*, a Notary Public

within and for said County, do hereby certify that on this

22nd day of *May*

A. D. 187*8* personally came before me

Leoline C. Phelps and William H. Phelps

to me known to be the same persons described in and who executed the foregoing instrument, and

acknowledged that *they* executed the same freely and voluntarily.

Henry Heady
Notary Public
Wabasha Co
Minnesota

[WITH 7-15-79]

QUIT-CLAIM DEED
WITH COVENANT.

Leoline C. Phelps &
Wm H. Phelps

TO

James J. Hill

Office of Register of Deeds, ss.

County of *Ramsey*
MINNESOTA.

I hereby certify that the within Deed was filed
in this office for record on the *25th*
day of *May* A. D. 187*8*, at *330*
o'clock *P.* M. and was duly recorded in Book
"*84*" of Deeds, on page *117*.

Chas. Orndorff

Register of Deeds.

By *J. S. Keith*

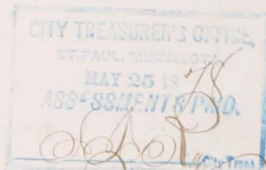
Deputy.

Taxes paid and transfer entered this

day of *May* A. D. 187*8*.

D. L. Davis
County Auditor.

Printer-Press Co., St. Paul, Minn.



[WITH 7-15-79]

No. 163—SHERIFF'S AFFIDAVIT OF AUCTION SALE

Press Printing Co., St. Paul.

State of Minnesota,

County of

Ramsey

ss.

John C. Becht

being duly sworn, says that he is Sheriff of said County of Ramsey, and that as such Sheriff he acted as auctioneer at the sale of the premises described in the foregoing and annexed printed copy of notice of Mortgage sale, and that pursuant to such notice of sale he sold said premises at public vendue at the time and place of sale therein mentioned, to-wit: At the hour of 12 o'clock ~~in the~~ noon, on the Sixteenth day of May A. D. 1877 at the front door of the old ^{Court House in the City of St. Paul} in the County of Ramsey, Minnesota, wherein said premises are situated, and that said premises were then and there purchased by Caroline C. Phelps for the sum of Nineteen Hundred and Sixty Six (\$1966⁰⁰) Dollars, she being the highest and best bidder, and that being the highest and best sum bidden for said premises at such sale. Deponent further says that said mortgaged premises, consisting of ~~the~~ lots were sold in separate parcels and no more of said premises were then sold than was necessary to satisfy the amount due on said Mortgage at the date of the notice of sale, together with interest, taxes paid, and costs; and that said sale was conducted fairly, honestly, and according to law, to the best of his knowledge and belief.

John C. Becht

Subscribed and sworn to before me, this

Second

day of

June

A. D. 1877

Peter J. Callan

Notary Public Ramsey County
Minn.

Affidavit of Publication of Foreclosure by Advertisement.

STATE OF MINNESOTA, } ss.

COUNTY OF RAMSEY.

Frederick Disscalle being duly sworn, deposes and says that the annexed printed copy of notice of Foreclosure by Advertisement was taken from the *St. Paul Daily Pioneer* Press, a newspaper which, during the whole time of publication of said notice hereinafter stated, has been and is printed and published in the City of Saint Paul, County of Ramsey, and State of Minnesota. That the said notice was published in said newspaper for six successive weeks, once in each week, on *Tuesday* of each week, commencing on the *27th* day of *March* 1877 on which day last mentioned it was first published, and ending on the *8th* day of *May* 1877 on which day last mentioned it was last published aforesaid, upon which days or times of publication aforesaid, the said newspaper was regularly published aforesaid, and that during the whole time of the said publication he was one of the *publishers* of the said newspaper.

Subscribed and sworn to before me, this

8th day of

May A.D. 1877

Muriel Tracy

Notary Public

Ramsey Minn

Printers' Fee, \$ *77⁵⁰*

WHEREAS, Daniel M. Robbins and Della E. Robbins, his wife, mortgagors, did on the eleventh (11th) day of April, A. D. 1876, execute, duly acknowledge and deliver to Caroline C. Phelps, mortgagee, their certain indenture of mortgage, bearing date on said day, for the purpose of securing the payment of seventeen hundred dollars, three years from said date, with interest thereon at the rate of ten per cent, per annum, payable semi-annually, according to the conditions of a certain promissory note bearing date on said day, whereby the said Daniel M. Robbins and Della E. Robbins did grant, bargain, sell and convey unto the said Caroline C. Phelps, her heirs and assigns forever, all those tracts and parcels of land, together with all improvements and appurtenances thereto belonging, siting and being in Ramsey county and State of Minnesota, described as follows, to-wit: Lots seven (7) and six (6) of block fifty-three (53) of Kittum's addition to Saint Paul, Minnesota, according to the recorded plat thereof on file in the office of the Register of Deeds for Ramsey county and State of Minnesota, which said mortgage was duly recorded on the 11th day of April, A. D. 1876, at 10:50 o'clock a. m., in book "45" of mortgages, pages 47 to 49, inclusive, in the office of the Register of Deeds in and for said Ramsey county, Minnesota.

And whereas, said mortgage did command and agree in said mortgage in case of the foreclosure thereof to pay said mortgage, her heirs and assigns, the sum of seventy-five dollars as attorneys fee.

And whereas said mortgage contains a provision that if default shall be made in any of the conditions or covenants therein contained, on the part of said mortgagors to be kept and performed, and such default shall continue for the space of thirty days, that then and from thenceforth it shall be lawful for said mortgagee, her heirs and assigns, to consider the whole sum secured by said mortgage, as immediately due and payable and to proceed to enforce the payment thereof in like manner as if the same had become due and payable by the terms of the said note. And whereas default has been made in the payment of the first semi-annual interest due on said note, and said default has continued for more than thirty days, and the said mortgage hereby determines the whole sum secured by said mortgage as immediately due and payable.

And whereas, default has been made in the conditions of said mortgage, and there is due, at the date of this notice, upon said note and mortgage for principal and interest, the sum of eighteen hundred and sixty-three (18,627) dollars, and seventy-five dollars for attorneys fee on said note, and said default has continued for more than thirty days, and no suit or proceedings at law or otherwise have been instituted to recover the debt secured by said mortgage or any part thereof.

Now, therefore, notice is hereby given that by virtue of a power of sale in said mortgage contained and agreeably to the statute in such cases made and provided, said mortgage will be foreclosed, and the above described mortgaged premises will be sold by the Sheriff of the county of Ramsey and State of Minnesota, at public auction, to the highest bidder for cash, on Wednesday, May 15th, A. D. 1877, at 12 o'clock m., of the day, at the front door of the old Court House in the city of Saint Paul, in said Ramsey county, Minnesota, to satisfy the amount due on said mortgage and all legal costs, charges and disbursements.

Dated Saint Paul, Minnesota, March 27th, 1877.
CAROLINE C. PHELPS, Mortgagee.
Wm. Lewis Kelly, Attorney for Mortgagee. Subscribed and sworn to before me, this 8th day of May, A.D. 1877, Muriel Tracy, Notary Public, Ramsey Minn.

This Indenture, Made the Sixteenth day of May in the year of our Lord one thousand eight hundred and Seventy Seven Between John C. Beath, Sheriff of the County of Ramsey in the State of Minnesota, party of the first part, and Caroline C. Phelps, late of Winona County, Minnesota

of the County of _____ and State of Minnesota part of the second part, Witnesseth:

Whereas, Daniel M. Robbins & Delia P. Robbins of St. Paul, Minnesota by a certain indenture of Mortgage bearing date the Eleventh day of April A. D. 1876, for the purpose of securing the payment of the sum of Seventeen Hundred Dollars, and interest, according to the conditions of a certain promissory note bearing date on the Eleventh day of April A. D. 1876, mortgaged to Caroline C. Phelps, afterwards her

heirs and assigns, all the certain tracts, piece or parcel of land hereinafter particularly described, together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, which said Mortgage was thereafter, on the Eleventh day of April A. D. 1876, at 10 o'clock in the forenoon, duly recorded in the office of the Register of Deeds, in and for the County of Ramsey in the State of Minnesota, in Book 45 of Mortgages, on pages 467 to 470 inclusive.

And Whereas, The said parties, so executing the said Mortgage, were at the time of execution thereof, over the age of twenty-one years:

And Whereas, The said Mortgage contained a power of sale therein in substance as follows, to wit: But if default shall be made in the payment of the said sum of money, or the interest, or any part thereof, at the time hereinbefore specified for the payment thereof, the said parties of the first part, in such case do—hereby authorize and fully empower the said part of the second part, heirs, executors, administrators and assigns, to sell the said hereby granted premises, at public auction, and convey the same to the purchaser in fee simple, agreeably to the Statute in such case made and provided, and out of the moneys arising from such sale, to retain the principal and interest which should then be due on the said promissory note, together with all costs and charges, and also the sum of Seventy Five Dollars, attorney's fees, and pay the overplus, if any, to the said part of the first part, heirs, executors, administrators or assigns:

And Whereas, The said Mortgage also provided that in case default should be made in the payment of any of the conditions or covenants herein contained, on the part of said mortgagors to the holder hereof, such default, continuing for the space of thirty days, after which it shall be lawful for said mortgagors, heirs & assigns to consider the whole amount secured by said mortgage as immediately due & payable to the holder to enforce the payment thereof as though the same had become due & payable by the terms of said note.

And Whereas, Default was made in the payment of the interest of said mortgage, and default had continued for more than thirty days & said mortgage is determined as provided, due & payable to the holder of said note secured to be paid by the said Indenture of Mortgage, and there was due thereon on the Twenty Sixth day of March A. D. 1877 the day of the date of the notice hereinafter mentioned, the sum of Eighteen Hundred & Sixty Seven Dollars.

And Whereas, In pursuance of said power of sale in said Mortgage contained, and above recited, and of the Statute in such case made and provided, a notice containing the specifications required by law, and stating that the said mortgaged premises would be sold at public auction to the highest bidder therefor for cash, at the front door of the old Court House in said County of Ramsey by the Sheriff of said County, on the Sixteenth day of May A. D. 1877, at 12 o'clock in the noon, was published for six successive weeks at least once in each week, in the St. Paul Daily Pioneer Press a newspaper printed and published in the City of St. Paul in the County of Ramsey and State of Minnesota, and such notice of said sale was in all respects as required by law.

And Whereas, The said premises hereinafter described, being the same premises conveyed in and by said Indenture of Mortgage, were duly sold at public auction, pursuant to such notice, at the front door of the old Court House in the City of Saint Paul in said County of Ramsey on this Sixteenth day of May A. D. 1887, at 12 o'clock in the noon, by the party of the first part as Sheriff of said County of Ramsey to Caroline W. Phelps of the County of and State of Minnesota separately and in the order and for the respective sums of money hereinafter mentioned, she being the highest bidder therefor at said sale, and that being the highest sum bidden for each particular lot or parcel thereof, amounting in all to the sum of Thirteen Hundred & Ninety Six (\$1996⁰⁰) Dollars, as hereinafter stated.

Now Therefore, this Indenture Witnesseth, That I, the said party of the first part, by virtue of the authority in me vested as Sheriff of said County of Ramsey and of the statute in such case made and provided, in consideration of the premises and of the sum of Thirteen Hundred & Ninety Six Dollars, to me in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part heirs and assigns forever, all the tract piece or parcel of land situated, lying and being in the County of Ramsey and State of Minnesota, known and designated as follows, to wit:

Lot numbered seven (7) in block numbered Fifty three (53) of Lillson's addition to the City of Saint Paul Minnesota according to the plat thereof of record in the Office of the Register of Deeds in & for the County of Ramsey & State aforesaid.

for the sum of Nine Hundred & ninety eight (\$998⁰⁰) Dollars,
and also lot numbered six (6) in block numbered Fifty three (53) of Lillson's addition to the City of Saint Paul Minnesota according to the plat thereof of record in the Office of the Register of Deeds in & for the County of Ramsey & State aforesaid.

for the sum of Nine Hundred & ninety eight (\$998⁰⁰) Dollars,

for the sum of _____ Dollars.
The above described premises are subject to redemption within the time and according to the statute in such case made and provided.

To Have and to Hold, The above granted and described premises, with all and singular the appurtenances unto the said part of the second part, *His* heirs, executors, administrators and assigns; to *His* own proper use, benefit and behoof forever.

In Witness Whereof, The said party of the first part, as Sheriff aforesaid, has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Presence of

P. J. Callan
Wm Louis Kelly

John C Becht
Sheriff of Ramsey County, Minn

STATE OF MINNESOTA, }
County of *Ramsey* } ss.

Before me on this *Second* day of *June* A. D. 18*77*, personally appearing came *John C Becht* Sheriff of *Ramsey* County, to me known to be the individual described in and who executed the foregoing certificate, and he acknowledged that he executed the same for the purposes therein expressed, as such Sheriff of said County.

Peter J Callan
Notary Public
Ramsey County
Minnesota



[WITH 7-15-79]

SHERIFF'S CERTIFICATE

On Foreclosure by Advertisement.

Daniel M. Perkins

BY SHERIFF OF

Ramsey County,

TO

Caroline C. Phelps

STATE OF MINNESOTA, }

County of *Ramsey* } ss.

I hereby certify that the within certificate was
filed in this office for record on the *11th*
day of *July* A. D. 18*79* at *8.15*
o'clock *A.M.* and was duly recorded in Book
of *Harold* Deeds, on
pages *430* to *435* full

Alex Johnston
Register of Deeds.

Of _____ County.

Printed and for sale at the St. Paul Pioneer Office.

Wm L. Kelly
Att'y for M. F. F.

constitute and be an additional lien upon the said premises above described, to the amount which shall be so paid, with interest thereon as aforesaid, and shall be collectible with, as a part of and in the same manner as the original debt which this mortgage is given to secure. And it is hereby stipulated and agreed by and between the parties hereto, that in case of the payment of taxes or assessments upon the said premises by the said party of the second part, *her* heirs or assigns, as hereinbefore provided, the receipt or receipts of the proper officer for the same, in the hands of the said party of the second part, *her* heirs or assigns, shall be conclusive evidence of the validity and amount of such taxes or assessments; and that if default shall be made in any of the conditions or covenants herein contained, on the part of the said party of the first part, to be kept and performed, and such default shall continue for the space of *thirty* days, that then and from thenceforth it shall be lawful for the said party of the second part, *her* heirs or assigns, to consider the whole sum hereby secured, as immediately due and payable, and to proceed to enforce the payment thereof, in like manner, as if the same had become due and payable by the terms of the said *note*

And the said *Daniel M. Robbins and Delia R. Robbins his wife* parties of the first part, do hereby covenant and agree to and with the said party of the second part, *her* heirs or assigns, to pay to the said party of the second part, *her* heirs or assigns, in case of a foreclosure of this mortgage, the sum of *Twenty five* Dollars as an Attorney's or Solicitor's fees, for such foreclosure.

In Testimony Whereof, The said parties of the first part, *her* hereunto set *their* hand and affixed *their* seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

J. Wilson Barton
W. Johnson

Daniel M. Robbins
Delia R. Robbins

STATE OF MINNESOTA,

COUNTY OF RAMSEY.

On this *11th* day of *April* A. D. 18*86*, before me, a Notary Public

within and for said County of Ramsey, personally came *Daniel M. Robbins*

and *Delia R. Robbins his wife* to me well known to be the same person described

in and who executed the foregoing instrument, and *they* acknowledged that *they*

executed the same freely and voluntarily, for the uses and purposes therein expressed.

W. Johnson
Notary Public, Ramsey County, Minn.

[WITH 7-15-79]

MORTGAGE DEED,

WITH COVENANTS TO INSURE AND PAY TAXES.

FROM

D. M. Robbins & wife
TO
Caroline C. Phelps.

Office of Register of Deeds,

COUNTY OF RAMSEY, MINNESOTA.

I hereby certify that the within Mortgage was filed in this

office for record on the *11* day of

April A. D. 18*86*, at *10⁵⁰* o'clock,

A M., and was duly recorded in book *"45"*

of Mortgages, page *467 to 470 inclusive*

Ray Johnston
Register of Deeds
W. Johnson
R. W. JOHNSON & SON.

REAL ESTATE AND LOAN AGENTS,

No. 1 W. Third Street, St. Paul, Minn.

WHEN RECORDED, PLEASE RETURN TO

This Indenture, Made this eleventh day of April in the year of our Lord one thousand eight hundred and seventy-six between Daniel M. Robbins and Delia R. Robbins his wife parties of the first part, and Caroline C. Phelps of Winona Minnesota party of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of Seven-teen hundred DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and do by these presents, Grant, Bargain, Sell and Convey, to the said party of the second part, her heirs and assigns forever, all that tract or parcel of land, lying and being in the County of Ramsey and State of Minnesota, described as follows, to-wit:

Lots seven (7) and six (6) of Block R Fifth Third (33) of Kellsens Addition to Saint Paul Min- nesota according to the recorded plat thereof on file in the office of the Register of Deeds for Ramsey County State of Minnesota

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said party of the second part, her heirs and assigns forever, and the said Daniel M. Robbins and Delia R. Robbins his wife parties of the first part, for ^{themselves} their heirs, executors and administrators, do hereby COVENANT with the said party of the second part, her heirs and assigns, as follows: First, that they are lawfully seized of said premises; Second, that they have good right to convey the same; Third, that the same are free from all incumbrances;

and Fourth, that the said party of the second part her heirs and assigns, shall quietly enjoy and possess the same; and that the said party of the first part will WARRANT and DEFEND the title to the same against all lawful claims.

Provided, Nevertheless, That if the said Daniel M. Robbins one of the parties of the first part, his heirs, executors and administrators, shall well and truly pay, or cause to be paid to Caroline C. Phelps the said party of the second part, her heirs, executors, administrators or assigns, the sum of Seventeen hundred (\$1700) DOLLARS, and interest according to the conditions of a certain promissory note bearing even date herewith, and due in three years from date, with interest at the rate of ten per cent. per annum, payable semi-annually until paid, at the Banking House of Dawson & Co., in St. Paul, Minnesota.

and shall well and truly keep and perform all and singular the covenants and agreements herein contained, on the part of said party of the first part, to be kept and performed, then this deed to be null and void, otherwise to be and remain in full force and effect. But if default shall be made in the payment of the said sum of money, or the interest, or any part thereof, at the time and in the manner hereinbefore specified for the payment thereof, or in the performance of any of the covenants or agreements of the said parties of the first part herein contained, the said parties of the first part in such case do hereby authorize and fully empower the said party of the second part, her heirs, executors, administrators or assigns, to sell the said hereby granted premises at public auction and convey the same to the purchaser in fee simple, agreeably to the statute in such case made and provided, and out of the moneys arising from such sale, to retain the principal and interest which shall then be due on the said note together with all such sum or sums of money as the said party of the second part, her heirs or assigns, shall have paid for taxes, assessments or insurance, with interest thereon, as hereinafter provided, and all costs and charges, and also the sum of Seventy five Dollars, as attorney's fees, and pay the overplus (if any) to the said party of the first part, their heirs, administrators or assigns.

And the said Daniel M. Robbins and Delia R. Robbins his wife parties of the first part, do further covenant and agree, to and with the said party of the second part, her heirs, executors, administrators or assigns, to pay the sum of money above specified, and the interest thereon, at the time and in the manner above mentioned; to pay all taxes and assessments of every nature, that may be assessed on said premises, or any part thereof, previous to the day appointed by law for the sale of lands for Town, City, County or State taxes, and at their own expense to keep the buildings on said premises at all times insured in some first class Insurance Company or Companies for at least the sum of one Dollars, payable in case of loss to said party of the second part, to the amount then required by this Mortgage, and in case of any failure so to pay such taxes or to keep the said buildings insured, the said party of the second part, her heirs or assigns, may at her option, pay and discharge such taxes, and effect such insurance on said buildings, and the sum or sums which may be so paid by said party of the second part, her heirs or assigns, in the discharge of such taxes, or in effecting such insurance, shall draw interest from the time of such payment, at the rate of twelve per cent. per annum, and shall be deemed, and are hereby declared to



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