



[Stearns County \(Minn.\)](#)
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State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT

File No. 7652

IN THE MATTER OF THE ESTATE OF Frank Salzl DECEASED

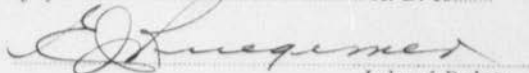
Whereas, It has been made to appear to the satisfaction of this Court that

Barney J. Korte

as representative of the above named estate has fully complied with all the terms and conditions of the final decree of distribution of said estate duly made and filed in this Court and has paid over to the distributees named in said final decree all moneys, funds and property to them awarded by said final decree, and has fully complied with all other orders and decrees of this Court relating to said estate, and has in all things well, faithfully and fully administered said estate as such representative

It is Therefore Ordered and Decreed, That said representative of said estate and the sureties on his bond, be, and they hereby are, forever discharged and released from all further duties and liabilities in the matter of said estate and of said trust.

Dated this 2nd day of January A. D. 19 45


Judge of Probate.

Stearns County, Minn.

0028 0854

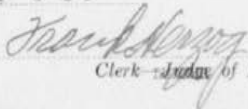
No. _____

In Probate CourtCounty of Stearns

IN THE MATTER OF THE ESTATE OF

Frank SalzlDeceased.**Order Discharging Executor or
Administrator and Sureties**

(Chap. 289 Laws 1917)

Filed this 2nd day ofJanuary 19 45Recorded in book 75 of orders atpage 520Clerk ~~Judge~~ of Probate.

5580 8200

STATE OF MINNESOTA }
COUNTY OF STEARNS } SS

IN PROBATE COURT

In the Matter of the Estate of }
Frank Salzl, Deceased } ORDER ALLOWING ACCOUNT AND
DISCHARGING REPRESENTATIVE.

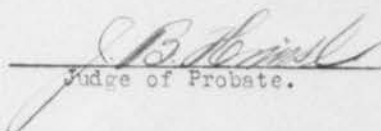
The Resignation of Peter Gross, as representative of said estate, together with his Final Account as such representative, having been filed in this Court, on the 13th day of October, 1927, and pursuant to the Order of the Court fixing the time and place of hearing on said account as November 18th, 1927, having come on this day for hearing. The said representative appeared in person and there being no adverse appearance or objection.

And it appearing to the Court that said representative has received no personal property of any kind, that he has made no disbursements in said matter; and that resignation should be accepted and his account allowed.

IT IS THEREFORE ORDERED, That the Resignation of Peter Gross, as representative of said estate, is hereby accepted, and that the Final Account and report of said Peter Gross, as representative of said estate, be, and the same is hereby approved and allowed; and that the sureties on his official bond as such representative, be, and they are hereby discharged from any further liability in said matter.

Dated at St. Cloud, Minnesota, this 18th day of November, 1927.

By the Court


Judge of Probate.

No. 7652

State of Minnesota
STEARNS COUNTY
PROBATE COURT

ESTATE OF

Frank Salzl

DECEASED.

ORDER ALLOWING ACCOUNT AND
DISCHARGING REPRESENTATIVE

Filed this 18th day of
November, 1937, and recorded
in Book 58 on page 423...
thereof.

James A. Kala
Clerk of Probate.

1580 8255

THIS AGREEMENT, Made this 8th day of January, 1931

by and between **Barney J. Korte**, as Executor of the Estate of **Frank Salzl, Deceased**, party of the first part, Lessor, and **Jacob Jochum**, of the Township of **St. Martin**, County of **Stearns**, State of **Minnesota**, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Demise, Lease and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises, situated in the County of **Stearns** and State of **Minnesota**, viz: The northwest quarter of the southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) and the south half of the south-east quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) and the south half of the northeast quarter of the southeast quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section number fourteen (14); also the north half of the northeast quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of section number twenty-three (23), all in township number one hundred twenty-four, north (124-N), range number thirty-two, west (32-W) and containing, in all, two hundred twenty (220) acres, more or less, according to the government survey thereof. * * * * *

in Section Number _____ Township Number _____ Range Number _____ containing _____ acres, be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than _____ acres each year during the continuance of this Lease.

To Have and to Hold, The above rented premises unto the said second party, his heirs and assigns, subject to the conditions and limitations hereinafter mentioned, for and during the full term of one years from and after the first day of October, 1930 1931 Lease ending the first day of October, 1931 1932

And the said second party agrees to and with the said first party to pay as rent mentioned premises, for and during the term of this Lease, the sum of Three Hundred Dollars (\$300.00) Dollars, on the first day of October, 1931 1932 at Albany, Minnesota.

and in addition to such amount \$ Nil per acre for each and every acre cultivated on above described premises in excess of _____ acres

and the said second party further agrees that in addition to the rent above specified he will also pay all taxes that may be assessed against said premises for the year 1930 1931 and pay the same before the same become delinquent.

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to _____ of \$ _____ per acre for each acre of said premises newly plowed by said second party at the time said possession is demanded; if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to _____ in a sealed envelope, duly stamped and directed to _____ at _____ which is hereby declared by _____ to be _____ usual Post-office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that _____ will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, coles, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

00280858

It is further mutually agreed by and between the parties hereto, that in case of an assessment of the Insurance, that second party will pay it and that insurance be kept on the buildings on said premises for the sum of \$3,500.00 for fire and \$5,000.00 against wind storm.

It is further mutually agreed by the parties hereto, that in lieu of a further amount of cash rent, the said lessee will maintain, board, keep and clothe all the minor children of the said Frank Salzl, Deceased, who are now staying on the premises for and during the term of this lease, provided they choose to make their home with said second party, and said keep and maintenance to be free of charge, except that it shall be considered in lieu of additional cash rent.

.....

In Testimony Whereof, Both parties have hereunto set their hands and seals the day and year hereinbefore written.

Signed, Sealed and Delivered in Presence of

R. A. Kuhl
(R. A. Kuhl)
H. J. Korte
(H. J. Korte)

Barney J. Korte
(Barney J. Korte) as Executor of the
Estate of Frank Salzl, Deceased.
Jacob Jochum
(Jacob Jochum)

Seal
Seal
Seal
Seal

...

State of Minnesota,
County of Stearns, ss.

On this 8th day of January, A. D. 1931, before me, a
Notary Public, within and for said County, personally appeared
Barney J. Korte, Executor of the Estate of Frank Salzl, Deceased, and Jacob Jochum,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

R. A. Kuhl

R. A. KUHL, Notary Public,
St. Martin, Stearns County, Minnesota
My Commission Expires July 10, 1936

FARM LEASE

CASH RENT

Barney J. Korte, Executor,

to

Jacob Jochum

Dated Jan. 8, 1931

Expires Oct. 1, 1931.

112-1000

This Agreement, Made this 7th day of November, 1932
by and between Barney J. Korte, as Executor of the Estate of Frank Salal, Deceased,
party of the first part, Lessor, and Jacob Jochum,
of the Township of St. Martin County of Stearns
and State of Minnesota party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and cove-
nants hereinafter mentioned, does hereby Remise, Lease and Let unto the said party of the second
part, and the said party of the second part does hereby hire and take from the said party of the first
part, the following described premises situated in the County of Stearns
and State of Minnesota, viz:

The northwest quarter of the southeast quarter and the south half of the southeast
quarter and the south half of the northeast quarter of the southeast quarter of section
number fourteen (14); also the north half of the northeast quarter of section number
twenty-three (23); all in township number one hundred twenty, North (120-N), range (124-W)
number thirty-two, west (32-W), and containing, in all, two hundred twenty (220) acres,
more or less, according to the government survey thereof.

in Section Number Township Number Range Number containing
acres to the same more or less, of which described premises the second party hereby agrees to plant
and put in crops not less than acres each year during the continuance
of this lease

To Have and to Hold, The above rented premises unto the said second party
and assigns, subject to the conditions and limitations hereinafter mentioned, for and
term of one years from and after the first day of October, 1932
the term of this Lease ending the first day of October, 1933

And the said second party agrees to and with the said first party to pay as rent for the above
mentioned premises, for and during the full term of this Lease, the sum of Two Hundred, Fifty
and no/100 * * * * * Dollars, payable at Stearns County State Bank,
Albany, Minnesota in one installments with interest at the rate of
six per cent on each installment after due, to-wit:

\$ 250.00	on or before	October 1, 1933	\$	on or before
\$	on or before		\$	on or before
\$	on or before		\$	on or before
\$	on or before		\$	on or before
\$	on or before		\$	on or before

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein
specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and
take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second
party for the full term of this lease. That if the said first party while said premises during the life of this lease and before the crop is in the ground, and demands X
give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to " " of \$
per acre for each acre of said premises newly plowed by said second party at the time said premises are demanded if said after the crop is in, then said second party
shall have the right to remove such crop when ready to be harvested. That if said first party while said premises during the term of this lease, the purchaser may
at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any part of said
premises and such removal of crop by said second party, and without such entry working any forfeiture of the rents hereinafter to be paid; That if said second party
remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this
lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered
to second party or sent to him in a sealed envelope, duly stamped and directed to him at Rfl, Albany, Minn. which is hereby
declared by him to be his usual Post-office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part
thereof, without first obtaining the written consent of the said first party and that he will well and lawfully the expiration of the time as herein rented, quietly
yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and
damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner,
and to maintain and keep up the fences as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to set no green trees
and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences
and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.
The party of the second part is also to destroy all Russian thistles and other noxious weeds growing on said land, declared by statute to be noxious nuisances,
within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party
or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to
prepare for the succeeding crop.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have,
hold and enjoy the said rented premises for the term aforesaid.
To secure the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease
contained, said second party does hereby expressly mortgage unto said first party all crops growing or grown on said premises during the term of this lease, and does
hereby expressly authorize and fully empower said first party in the case of any default on the part of said second party in paying said rent or in performing any
of the covenants in this lease, to seize and take possession of said mortgaged property at once, and sell the same at public auction, with notice as provided by law
and out of the proceeds of said sale, to pay and discharge all rents and damages, together with costs and expense incurred, and pay over to said second party the
surplus money arising from such sale.

It is further mutually understood and agreed by the parties hereto:

1. That, in addition to the rent herein specified, party of the second part will pay all taxes that may be assessed against said premises for the year 1932 (and due and payable during the year 1933) and pay the same before they become delinquent.
2. That, in case an insurance assessment is levied (fire or tornado), that party of the second part will pay the same before it becomes delinquent; and that party of the second part will keep the buildings and improvements on the premises insured against fire for not less than \$5,000.00 and against windstorm for not less than \$5,000.00.
3. That, in lieu of a further amount of cash rent, the said lessee will maintain, board, keep and clothe all the minor children of the said Frank Salzl, Deceased, who are now staying on the premises for and during the term of this lease, provided they choose to make their home with said second party, and said keep and maintenance to be free of charge, except that it shall be considered in lieu of additional cash rent.

In Testimony Whereof, Both parties have hereunto set their hands and seals the day and year hereinbefore written, and I, the undersigned mortgagor hereby acknowledge that at the time of the making and delivery of the foregoing Chattel Mortgage the mortgagee delivered to me a full, true and complete copy thereof.

Signed, Sealed and Delivered in Presence of

Barney J. Korte (Barney J. Korte) As Executor of the Estate of Frank Salzl, Deceased. Seal
Jacob Jochum (Jacob Jochum) Seal
and M. Kuhl Seal

State of Minnesota,
 County of Stearns, ss.

On this 7th day of November, A. D. 19 32, before me, a Notary Public within and for said County, personally appeared Barney J. Korte, Executor of the Estate of Frank Salzl, Deceased, and Jacob Jochum

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

R. A. Kuhl, Notary Public,
 St. Martin, Stearns County, Minnesota.
 My Commission Expires July 10, 1933

Expires Oct. 1, 1933.

FARM LEASE

CASH RENT, With Chattel Mortgage Clause

Barney J. Korte, Executor

to

Jacob Jochum

Office of Register of Deeds,

State of

County of

I hereby certify that the within instrument was filed in this office for record on the

day of A. D. 19

at o'clock M. and was duly entered in

Book on page

Chattel Mortgage Index

Register of Deeds

Deputy

Office of Register of Deeds,

State of

County of

I hereby certify that I have compared the

within instrument with the original instrument

No. 1932 in my office, and that it is a

true and correct copy of the same, and of the

whole thereof, and that the above is a true copy

of the filing thereon.

Dated 19

Register of Deeds

Deputy

17

Beaulieu, Minn.,
Jan. 15th 1931.

Clerk of Probate Court,
St. Cloud, Minn.
Dear Mr. Lake, -

Enclosed please find
two leases, one which I
borrowed from the files
and one for the year 1931.

Thanking you very
much for the favors,
I remain,

Very truly yours,
T. J. Harte, Exec.
Frank Sahl Estate

THIS AGREEMENT, Made this 30th. day of October 1929
 by and between Barney J. Korte, as executor of the Estate of Frank Salzl
 party of the first part, Lessor, and Jacob Jochum
 of the Township of Albany County of Stearns
 State of Minnesota, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Demise, Lease and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises, situated in the County of Stearns and State of Minnesota, viz:

The Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), the South half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and the South half of the Northeast quarter of the South east quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of section Fourteen (14) and the North half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty three (23) all in the Township one hundred twenty four (124) North of Range thirty two (32) West, containing two hundred twenty (220) Acres, more or less, according to the government survey thereof.

in Section Number _____ Township Number _____ Range Number _____ containing _____ acres, be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than _____ acres each year during the continuance of this Lease.

To Have and to Hold, The above rented premises unto the said second party, his heirs and assigns, subject to the conditions and limitations hereinafter mentioned, for and during the full term of one years from and after the First day of October 1929, the terms of this Lease ending the First day of October 1930.

And the said second party agrees to and with the said first party to pay as mentioned premises, for and during the term of this Lease, the sum of Three Hundred (300) Dollars, on the 1st. day of October 1930 at Albany, Minn.

and in addition to such amount \$ none per acre for each and every acre cultivated on above described premises in excess of _____ acres

and the said second party further agrees that in addition to the rent above specified _____ will also pay all taxes that may be assessed against said premises for the year 1929 and pay the same before the same become delinquent.

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to _____ of \$ _____ per acre for each acre of said premises newly plowed by said second party at the time said possession is demanded; if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party, or sent to _____ in a sealed envelope, duly stamped and directed to _____ at _____ which is hereby declared by _____ to be _____ usual Post-office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that _____ will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

0028 0863

It is further mutually agreed by and between the parties, that in case of an assessment of the insurance, that second party agrees to pay it, and that insurance be kept upon said premises for the sum of \$3500.00 for fire and \$5000.00 against wind storm.

It is further mutually agreed by the parties hereto, that in lieu of a further amount of cash rent, the said Lessee agrees to maintain board, keep and clothe all the minor children of the said Frank Salzl, deceased, who are now staying on the premises for and during the term of this lease, provided they choose to make their home with said second party, and said keep and maintenance to be free of charge, except that it shall be considered in lieu of a part of additional cash rent.

In Testimony Whereof, Both parties have hereunto set their hands and seals the day and year hereinbefore written.

Signed, Sealed and Delivered in Presence of

Barney J. Korte
Jacob Jochum

Barney J. Korte
Jacob Jochum

Seal
Seal
Seal
Seal

State of Minnesota,
County of Stearns ss.

On this 30th. day of October A. D. 19 23, before me, a Notary Public within and for said County, personally appeared Barney J. Korte, as Executor of the Estate of Frank Salzl, deceased, party of the first part, and Jacob Jochum, party of the second part, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as Their free act and deed.

Albert M. Kroll
ALBERT M. KROLL

Notary Public, Stearns County, Minn.
My commission expires June 17, 1934.

FARM LEASE
CASH RENT

Barney J. Korte Exec.

Frank Salzl Estate

To

Jacob Jochum

This Indenture, Made and entered into, in duplicate, this eighth day of December A. D. 1926, by and between Peter Gross, as executor of the estate of Frank Salzl, deceased, Lessor of Stearns County, in the State of Minnesota, party of the first part, and Joseph Salzl Lessee of the County of Stearns, State of Minnesota, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the rents and covenants hereinafter set forth, does hereby demise, lease and let unto the said party of the second part, that tract of land and premises situated in the County of Stearns State of Minnesota, viz:

The Northwest quarter of the Southeast quarter (NW¹/₄SE¹/₄), the South half of the Southeast quarter (S¹/₂SE¹/₄) and the South half of the Northeast quarter of the Southeast quarter (S¹/₂NE¹/₄SE¹/₄) of Section fourteen (14); and the North half of the Northeast quarter (N¹/₂NE¹/₄) of Section twenty-three (23); all in Township one hundred twenty-four (124) North, of Range thirty-two (32) West.

~~XX~~
~~XX~~
~~XX~~
 XXXX, containing 220 acres,

To Have and to Hold, The above rented premises unto the said party of the second part, his heirs and assigns, for and during the term of one (1) year from and after the 8th day of December A. D. 1926, and to and including the 8th day of December A. D. 1927.

The said second party hereby agrees to hire and take from said first party said premises, and to pay said first party as rent therefor, for and during the term of this lease, the sum of One (\$1.00)

DOLLARS.

~~XX~~
 and to comply with all covenants and agreements by him to be performed as hereinafter set forth.

This lease is made, delivered and accepted subject to the terms, agreements, covenants and reservations following, to wit:

1st. SALE OF LAND, TERMINATION OF LEASE.—If said first party sells said premises during the term above stated, this lease shall thereby be terminated, at the option of said first party, in the manner following, viz: If said sale shall be made after the maturity and harvesting of the crop for one season and before the crop of the following season is sown or in the ground, the said second party shall forthwith surrender possession of said premises, upon written notice to him by said first party _____ days, and upon payment to him of \$ _____ per acre of said land actually plowed at the date of said notice; and if such sale shall be made after the crop is sown and in the ground for any season said second party shall have the right to occupy said premises until such crops are harvested, provided he shall so harvest the same at the proper time; and in case of such sale the purchaser shall have the right to enter upon said premises for the purpose of plowing, cultivating and improving said premises in any manner that shall not interfere with nor hinder said second party in harvesting his said crop.

2nd. HOLDING OVER NOT RENEWAL.—If said second party shall remain in possession of said premises after the expiration of his term under this lease, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of said first party which may be terminated at any time upon _____ days' notice given by said first party in writing to said second party by the delivery of the same to him or by sending it by mail, postage prepaid to him, addressed to _____ Minnesota, which is agreed to be the post office address of said second party.

3rd. ASSIGNING AND SUBLETTING.—Said second party agrees and covenants not to assign said lease and not to sublet said premises without the consent of said first party in writing indorsed on this lease.

4th. SURRENDER OF PREMISES.—Said second party agrees and covenants that at the termination of this lease he will quietly and promptly yield and surrender said premises to said first party in as good condition of repairs as when taken by him, reasonable wear and tear and damage by the elements alone excepted.

5th. BUILDINGS.—Said second party agrees and covenants to keep and maintain in good repair the buildings, stables, cribs and improvements on said premises during the term of this lease.

6th. STRAW AND MANURE.—Said second party agrees and covenants not to sell nor remove from said premises any straw or manure; and agrees to seasonably each year haul and spread on said land all manure made thereon.

7th. LAWNS.—Said second party agrees and covenants to keep and maintain the grass and lawns around the house and other buildings on said premises in good condition, to seasonably cut the same, and to keep the same free and clear of weeds and refuse, so that they shall at all times present a trim and well kept appearance.

8th. CULTIVATION.—Said second party agrees and covenants to cultivate said premises in a thorough, careful and husbandlike manner; to plow all said land to be put to small grain in the fall of the preceding year as soon after the crops are removed therefrom as possible; and to thoroughly plow, cultivate and keep free from weeds all lands planted to corn, potatoes and other like crops each season.

9th. WEEDS.—Said second party agrees and covenants to keep all said premises free from all noxious weeds, such as Russian and Canada thistles, wild mustard, wild oats, quack grass, burdock, ox-eyed daisy, and other noxious weeds and grasses; and, in case any such noxious weeds appear on said premises to effectually destroy the same and prevent their bearing seed; and to comply with the statutes of this State as to the time and manner of destroying the same.

10th. ROAD TAX.—Said second party agrees and covenants to work out and pay all road taxes levied upon said land during the term of this lease when called upon so to do by the proper road overseer or other officers.

11th. TAXES AND INSURANCE.—It is covenanted and agreed, that all regular taxes levied upon said premises during the term of this lease shall be paid by the said second party hereto before the same shall become delinquent; and that the said second party hereto shall at all times during the term of this lease cause the buildings on said premises to be insured in at least the sum of Thirty-Five Hundred (\$3500) Dollars, against loss by fire and lightning, and five thousand (\$5000) Dollars, against windstorms, and promptly pay the premiums thereon.

12th. FENCES.—Said second party agrees and covenants to keep and maintain the fences now on said premises in good condition of repair; and that in case he desires additional fences on said premises he shall build the same at his own expense, except as may be otherwise agreed to with said first party from time to time.

13th. TREES.—Said second party agrees and covenants to carefully care and protect the fruit and shade trees on said premises, and not to cut or allow to be cut or damaged the green trees or timber on said premises except by the written consent of said first party during the term of this lease.

14th. ROTATION OF CROPS.—Said second party agrees and covenants that he will not break or plow any of the meadow or pasture land on said premises during the term of this lease, without the written consent and agreement of said first party thereto; and that he will so arrange the crops to be grown each year so as to keep up the proper rotation of crops on the different parts of said land as required by the rules of good and careful husbandry, to the end that the fertility and productiveness of said land may not be impaired; and that he will not put any part of said land to the same crop more than years in succession.

15th. LAND LYING IDLE.—Said second party agrees and covenants that in case any part of said land is not put to crops during any year of said term, he will summer-fallow the same in a thorough and careful manner, keep the same free and clear of all weeds and grass during such season as it shall so remain idle and thoroughly prepare the same for crop the following season.

16th. BREACH OF CONDITIONS.—It is agreed and covenanted by and between the parties hereto that in case said second party fails to promptly make the above stated payments of rent, or fails to keep any of the covenants, agreements, terms and conditions of this lease, the said first party shall have the right to re-enter and take possession of said rented premises, and hold, enjoy and re-rent the same, without such re-entry working a forfeiture of the rents to be paid hereunder for the full term of this lease.

17th. POSSESSION.—Said first party agrees and covenants that said second party, on paying the rent in manner and form herein provided, and performing the covenants, agreements, conditions and terms aforesaid, shall quietly and peaceably have, hold and enjoy said leased premises for the term aforesaid.

18th. FURTHER COVENANTS TO BE PERFORMED BY LESSEE IN LIEU OF CASH RENT.

Said lessee further agrees to maintain, board and clothe all the minor children of the said Frank Salsal, deceased, for and during the term of this lease, provided they choose to make their home with said second party.

In Witness Whereof, The parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

John M. Gurney
Hubert Hansen

Peter Gross (Seal)

As executor of the estate of Frank Seigl, Dec.

Joe Seigl (SEAL)

State of Minnesota

County of Stearns.

ss.

On this 8th day of December

A. D. 1925, personally appeared before me Peter Gross, to me known to be the executor of the estate of Frank Seigl, deceased, and one of the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as such executor freely and voluntarily, for the uses and purposes therein expressed; and also personally appeared before me Joseph Seigl, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged that

he executed the same as his free act and deed.

Hubert Hansen

Hubert Hansen Notary Public, Stearns Co., Minn.
My Commission Expires Jan. 1st, 1926.

FARM LEASE

CASH RENT

Peter Gross, as Executor of the

Estate of Frank Salzl, Dec.,
TO

Joseph Salzl.

OFFICE OF REGISTER OF DEEDS

State of Minnesota

County of

ss.

I hereby certify that the within lease was
filed for record in this office on the
day of A. D. 19, at
o'clock M., and was duly record-
ed in Book at page

Register of Deeds.

County, Minn.

No. 1214

MADE IN ST. CLOUD BY THE FRITZ CROSS CO

HUBERT HANSEN,
ATTORNEY AT LAW,
ST. CLOUD, - MINN.

The undersigned
Lessee herein, hereby
surrender all my
right & interest
had in this lease
and authorize the
executor to make
a \$2000 lease with
anyone else.

Dated Oct. 5, 1927

Joe Salzl

89808200

This Agreement, Made this 29th day of September, 1928, by and between Barney J. Korte, as executor of the Estate of Frank Salsi deceased party of the first part, Lessor, and Jacob Jochum of the township of Albany County of Stearns State of Minnesota, party of the second part, Lessee.

Witnesseth, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Demise, Lease and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises, situated in the County of Stearns and State of Minnesota, viz:

The Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), the South Half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and the South half of the Northeast quarter of the Southeast quarter S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section fourteen (14) and the North half of the Northeast quarter N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section twenty three (23) all in the Township one hundred twenty-four (124) North of Range thirty-two (32) West, containing two hundred twenty (220) acres.

in Section Number _____ Township Number _____ Range Number _____ Containing _____ acres, be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than _____ acres each year during the continuance of this lease.

To Have and to Hold. The above rented premises unto the said second party, and assigns, subject to the conditions and limitations hereinafter mentioned, for and during One years, from and after the First day of October, 1928, the terms of this Lease ending the First day of October, 1929.

And the said second party agrees to and with the said first party, to pay as rent for the above mentioned premises, for and during the term of this Lease, the sum of Three Hundred (\$300.00)

Dollars
to be paid 1st day of October, 1929, at St. Cloud, Minnesota

and in addition to such amount, \$ _____ per acre for each and every acre cultivated on above described premises, in excess of _____ acres

and the said second party further agrees that in addition to the rent before specified will also pay all taxes that may be assessed against said premises for the year 1928 and pay the same before the same become delinquent.

AND IT IS FURTHER AGREED, By and between the parties, as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to _____ of \$ _____ per acre for each acre of said premises newly plowed by said second party at the time said possession is demanded; if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer fallowing, cultivating or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice given by the said first party in writing, either delivered to second party or sent to _____

in a sealed envelope, duly stamped and directed to _____ at _____ which is hereby declared by _____ to be _____ usual Post Office address. And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party, and that _____ will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

And the said first party covenants that the said second party, on paying the rents and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

0180 8200

It is further mutually agreed by and between the parties, that in case of an Assessment of the Insurance, that second party agrees to pay it, and that Insurance be kept upon said premises for the sum of \$3500.00 and \$5000.00 against Wind Storm.

It is further mutually agreed by the parties hereto, that in lieu of a further amount of cash rent, the said Lessee agrees to maintain board, keep and clothe all the minor children of the said Frank Salzl, deceased who are now staying on the premises for and during the term of this lease, provided they choose to make their home with said second party, and said keep and maintenance to be free of charge, except that it shall be considered in lieu of a part of additional cash rent.

In Testimony Whereof, Both parties have herunto set their hands and seals the day and year hereinbefore written.

Signed, Sealed and Delivered in Presence of

Barney L. Rorte (SEAL)

Jacob Lochan (SEAL)

(SEEAL)

(CSEAL)

State of Minnesota

County of Stearns

On this 29th day of September, A. D. 19 28, before me, a Notary Public within and for said County, personally appeared Barney J. Korte, as Executor of the Estate of Frank Salzl, deceased party of the First part, and Jacob Joehum, party of the second part, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as Their free act and deed.

My commission expires

13

FARM LEASE

www.elsevier.com/locate/jmb

This Agreement, Made this 31st day of December 19 31
 by and between **Barney J. Korte**, as Executor of the Estate of **Frank Salzl**,
 party of the first part, Lessor, and **Jacob Joehum**,
 of the Township of **St. Martin** County of **Stearns**
 and State of **Minnesota** party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of **Stearns** and State of **Minnesota** viz:

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and the South Half of the Northeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Numbered Fourteen (14); also the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Numbered Twenty-three (23), all in Township number One Hundred Twenty-four North (124-N), Range Number Thirty-two (32-W) West, and containing in all, Two Hundred Twenty (220) Acres, more or less, according to the Government Survey thereof.

in Section Number Township Number Range Number containing
 acres be the same more or less, of which described premises the second party hereby agrees to plow and
 put in crops not less than acres each year during the continuance of this Lease

To Have and to Hold, The above rented premises unto the said second party
 heirs and assigns, subject to the conditions and limitations hereinafter mentioned for
 full term of **One** years from and after the **First**, day of **October**
1931, the term of this Lease ending the first day of **October** **19 32**

And the said second party agrees to and with the said first party to pay as rent for the above
 mentioned premises, for and during the full term of this Lease, the sum of **Three Hundred Dollars**
 (**\$300.00**) Dollars, payable at **Albany Minnesota**
 in installments with interest at the rate of

\$ The said party of the second part further agrees that in
 \$ addition to the rent above specified he will also pay all
 \$ taxes that may be assessed against said premises for the
 \$ year 1931.
 \$

Jacob Joehum
 Jacob Joehum, party of the second
 part.

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to second party or sent to

declared by

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that

will, at the expiration of the time as herein limited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences as in protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done, and to keep up and maintain in good repair all buildings, stables, cribs, barns and improvements on said farm, and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all Russian thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agents shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop.

And the said first party covenants that the said second party, in paying the rent and performing the covenants aforesaid, shall peacefully and quietly have, hold and enjoy the said leased premises for the term aforesaid.

To secure the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby expressly mortgage unto said first party all crops growing or grown on said premises during the term of this lease, and does hereby expressly authorize and fully empower said first party in the case of any default on the part of said second party in paying said rent or in performing any of the covenants in this lease, to sell and take possession of said mortgaged property at once, and to sell the same at public auction, with notice as provided by law and out of the proceeds of said sale, to pay and discharge all rents, damages and expenses which may at the time be due and incurred, and pay over to said second party the surplus money arising from such sale.

IN WITNESS WHEREOF

with
 and
 bond
 or to

only
 may
 said
 party
 this
 deed

which is hereby

It is further mutually agreed by and between the parties hereto, that in case of an assessment of the insurance, that second party will pay it and that insurance be kept on the buildings on said premises for the sum of \$6300.00 for fire and \$5000.00 against windstorm.

It is further mutually agreed by the parties hereto, that in lieu of a further amount of cash rent, the said lessee will maintain, board, keep and clothe all the minor children of the said Frank Salzl, Deceased, who are now staying on the premises for and during the term of this lease, provided they choose to make their home with said second party, and said keep and maintenance to be free of charge, except that it shall be considered in lieu of additional cash rent.

In Testimony Whereof, Both parties have hereunto set their hands and seals the day and year hereinbefore written, and I, the undersigned mortgagor hereby acknowledge that at the time of the making and delivery of the foregoing Chattel Mortgage the mortgagee delivered to me a full, true and complete copy thereof.

Signed, sealed and delivered in presence of

Barney J. Korte
Barney J. Korte as Executor of the Frank Salzl Estate, Deceased. SEAL
Jacob Jochem SEAL
(Jacob Jochem) SEAL

STATE OF Minnesota
COUNTY OF Stearns

On this 31st day of December A. D. 1931, before me a Notary Public

Barney J. Korte, Executor of the Estate of Frank Salzl, Deceased, and Jacob Jochem

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, Stearns County, Minn.
My Commission Expires Sept. 17, 1932

FARM LEASE

CASH RENT, With Chattel Mortgage Charge

OFFICE OF REGISTER OF DEEDS

STATE OF

COUNTY OF

I hereby certify that the within instrument was filed in this office for record on the

day of A. D. 19

at o'clock M. and was duly entered in

Book on page

Chattel Mortgage Index.

Register of Deeds

By Deputy

OFFICE OF REGISTER OF DEEDS

STATE OF

COUNTY OF

I hereby certify that I have compared the within instrument with the original instrument now on file in my office, and that it is a true and correct copy of the same, and that the whole thereof and that the above is a true copy of the filing thereon.

Dated 19

Register of Deeds

By Deputy

HERZOG-GONWALD PUB. CO. - New Clin. Minn.

Recd Jan 20 1932

State of Minnesota,

IN PROBATE COURT.

County of Stearns

ss.

In the Matter of the Estate of Frank Salzl Deceased.

THE LAST WILL AND TESTAMENT of said deceased having been this day admitted to probate by this Court, and Peter Gross named as execut or of said Will, having applied for Letters Testamentary thereon:

IT IS ORDERED, That the said Peter Gross give bonds to the Judge of this Court in the sum of - - - - - One thousand (\$1000.00) - - - - - Dollars, conditioned that he will faithfully execute the duties of his trust according to law, with sufficient sureties, to be approved by said Judge, and that thereupon Letters Testamentary to be to him issued.

Dated at St. Cloud Minnesota, the 2nd day of July A. D. 19 26

By the Court,

Hubert Hansen

Attorney for Petitioner.


Judge of Probate.

00280873

No. 7652

N PROBATE COURT

County of Spencer

In the Matter of the Estate of

Frank H. Sahel
Deceased.

ORDER FOR EXECUTOR'S BOND

Filed this 2nd day of
July A. D. 1926, and
recorded in Book _____ of Orders, on
page _____

Jacob A. Sahel
Clerk—Judge of Probate.

00280874

State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT

In the Matter of the Estate of

Frank Salzl

Decedent.

PARTIAL ORDER ALLOWING FINAL ACCOUNT

The above entitled matter came on to be heard on the 17th day of March, 1939, upon the petition of the representative of the above named estate praying for the allowance of his ~~final~~ ^{partial} account and for distribution of the residue of said estate.

The said representative appeared in person and by his attorneys,

Ahles & Ahles.

The Court after due consideration of said petition, the evidence adduced in support thereof, and the files and records in said matter, finds the following facts:

First—That due notice of the said hearing of said petition has been given as required by law by the publication of the citation of this Court, for said hearing, dated the 17th day of February, 1939, in the

~~final~~ ^{partial}

Second—That the said ~~final~~ ^{partial} account set forth in said petition has been examined, adjusted and settled by the Court, and as so adjusted and settled, is hereby found to be correct; a summary statement of which account is as follows, to-wit:

RECEIPTS

Personal estate as described in the inventory	- - - - -	\$ None
Personal estate omitted from the inventory	- - - - -	\$
Gain by sales above appraised value	- - - - -	
Cash from sales of real estate	- - - - -	
Cash from rent of real estate	- - - - -	\$ 1300.00
Cash from interest and profits	- - - - -	\$ 952.31
Cash from other sources	- - - - -	\$
Money advanced by B. J. Korte, the representative	- - - - -	\$
for which claim is being made	- - - - -	\$ 277.54
Total receipts from all sources	- - - - -	\$ 2529.85

DISBURSEMENTS AND CREDITS

Estate selected for surviving spouse	- - - - -	\$
Maintenance of family of decedent	- - - - -	\$ 25.00
Expenses of administration	- - - - -	\$ 999.18
Expenses of last sickness	- - - - -	\$
Funeral expenses	- - - - -	\$
Taxes	- - - - -	\$ 155.45
Claims of creditors of decedent	- - - - -	\$ 1050.22
Legacies	- - - - -	\$ 300.00
Residue on hand for distribution	- - - - -	\$ none
Total credits	- - - - -	\$ 2529.85

0028 0875

No. 7652

State of Minnesota,

County of Stearns

PROBATE COURT

In the Matter of the Estate of

Frank Salz

Partial
Order Allowing Final Account

Filed this 17th day of
March, 1939, and
recorded in Book No. 72 of Orders,
on Page 583

Frank Herzog
Clerk ~~Judge~~ of Probate.

No. 3508*

Third—That all taxes, including personal property taxes, assessed against said estate, have been paid so far as there were funds of said estate to pay the same.

Fourth—As a conclusion from the foregoing facts, IT IS HEREBY ORDERED, that said account, as adjusted by the court, be, and the same hereby is, settled and allowed as and for the final account of said representative of said estate.

Dated March 17th, 1939

By the Court,

W. J. McE
Probate Judge.

92808200

State of Minnesota,

County of

Stearns

ss.

IN PROBATE COURT.

In the Matter of the Estate of

Frank Salz

Decedent.

ORDER ALLOWING FINAL ACCOUNT.

The above entitled matter came on to be heard on the 15th day of September, 1944, upon the petition of the representative of the above named estate praying for the allowance of his final account and for distribution of the residue of said estate.

The said representative appeared in person and by his attorneys, Ahles & Ahles, and no one appeared in opposition.

The Court after due consideration of said petition, the evidence adduced in support thereof, and the files and records in said matter, finds the following facts:

First—That due notice of the said hearing of said petition has been given as required by law by the publication of the citation of this Court, for said hearing, dated the 23rd day of August, 1944, in the St. Cloud Daily Times, proof of publication of said notice of hearing and service by mail having been filed.

Second—That the said final account set forth in said petition has been examined, adjusted and settled by the Court, and as so adjusted and settled, is hereby found to be correct; a summary statement of which account is as follows, to-wit:

RECEIPTS

Personal estate as described in the inventory	- - - - -	\$	
Personal estate omitted from the inventory	- - - - -	\$	
Gain by sales above appraised value	- - - - -	\$	
Cash from sales of real estate	- - - - -	\$	9,000.00
Cash from rent of real estate	- - - - -	\$	
Cash from interest and profits	- - - - -	\$	
Cash from other sources	- - - - -	\$	
Less cash advanced by representative by former accounting	- - - - -	\$	277.54
	- - - - -	\$	
Total receipts from all sources	- - - - -	\$	11,293.93

DISBURSEMENTS AND CREDITS

Estate selected for surviving spouse	- - - - -	\$	
Maintenance of family of decedent	- - - - -	\$	
Expenses of administration	- - - - -	\$	858.56
Expenses of last sickness	- - - - -	\$	
Funeral expenses	- - - - -	\$	
Taxes	- - - - -	\$	27.01
Claims of creditors of decedent	- - - - -	\$	
Legacies to Anna Salz unpaid, \$100.00	- - - - -	\$	
	- - - - -	\$	
Residue on hand for distribution and Anna Salz legacy of \$100.00	- - - - -	\$	10,408.36
Total credits	- - - - -	\$	11,293.93

No. 7652

State of Minnesota,

County of Stearns

PROBATE COURT.

In the Matter of the Estate of

Frank Salz1

Decedent

Order Allowing Final Account.

Filed this 15th day of
September, 1944, and
recorded in Book No. 88 of Orders,
on Page 166

Frank Herzog
Clerk-Judge of Probate.

No. 3505*

Third—That all taxes, including personal property taxes, assessed against said estate, have been paid so far as there were funds of said estate to pay the same.

Fourth—As a conclusion from the foregoing facts, IT IS HEREBY ORDERED, that said account, as adjusted by the court, be, and the same hereby is, settled and allowed as and for the final account of said representative of said estate.

Dated September 15th, 1944

By the Court,

[Signature]
Probate Judge.

State of Minnesota,

County of Stearns

IN PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Salzl

Deceased

BOND

Know all Men by these Presents, That we B.J. Korte

of Beaulieu

in the County of

Mahnomen

State of Minnesota, as principal, and

Peter Gross & Nicholas Honey

of said County and State,

as sureties, are held and firmly bound to Hohn J.B. Himsel

Judge of Probate of the County of Stearns

Minnesota, in the sum of

One Thousand

DOLLARS,

lawful money of the United States, to be paid to the said Judge of Probate or his successors in office; for which payment, well and truly to be made, we bind ourselves, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden

B.J. Korte

, who has been appointed representative of the

estate of the above named Frank Salzl Deceased shall

well and faithfully discharge all the duties of his trust as representative of said estate according to law, then this obligation shall be void; otherwise it shall be and remain in full force and

Witness, our hands and seals this

18th

day of Nov.

27

Signed, Sealed and Delivered in Presence of

Jacob A. Lohr

Elinor Enderle

B.J. Korte

(SEAL)

Peter Gross

(SEAL)

Nicholas Honey

(SEAL)

(SEAL)

ACKNOWLEDGMENT

State of Minnesota,

County of Stearns

Be it Known, That on this

18th

day of Nov.

A. D. 1927

personally appeared before me

B.J. Korte

and

Peter Gross and

and Nicholas Honey

to me well known to be the same persons who executed the foregoing bond, and they severally acknowledged the same to be their free act and deed, and that they executed the same for the uses and purposes therein expressed.

Jacob A. Lohr

Notary Public

My Commission expires

19

CLERK OF THE PROBATE COURT
STEARNS COUNTY, MINNESOTA

JUSTIFICATION

State of Minnesota,

County of Stearns

ss.

Peter Gross & Nicholas Thomey

being duly sworn, each for himself, on oath says that he is a resident and freeholder of and in the State of Minnesota; that he justifies upon the foregoing bond as follows:

the said Peter Gross in the sum of One Thousand Dollars

the said Nicholas Thomey in the sum of One Thousand Dollars

the said in the sum of Dollars

the said in the sum of Dollars

the said in the sum of Dollars

and that each respectively is worth double the sum in which he so justifies over and above his debts and other liabilities and exclusive of his property exempt from execution.

Subscribed and sworn to before me this

18th day of Nov., A. D. 1927

Peter Gross
Nicholas Thomey

Notary Public.

CLERK OF THE PROBATE COURT
STEARNS COUNTY, MINNESOTA

My commission expires 19

APPROVAL

approve the within Bond, this 18th day of Nov., A. D. 1927

(Seal)

J. B. Hennrich
Judge of Probate.

OATH

State of Minnesota,

County of Stearns

ss.

I, B. J. Korte

do swear that I will faithfully and justly perform all the duties of the office and trust which I now assume as Representative of the estate of Frank Salzl Deceased to the best of my ability. So help me God.

Subscribed and sworn to before me

18th day of November, A. D. 1927

B. J. Korte

Jacob A. Lohr
Notary Public.

My commission expires 19

CLERK OF THE PROBATE COURT
STEARNS COUNTY, MINNESOTA

State of Minnesota,

County of Stearns

PROBATE COURT

In the Matter of the Estate of

Frank Salzl

Decedent—Ward

BOND AND OATH OF REPRESENTATIVE

Filed this 18th day of Nov. 1927

and said Bond recorded in Book 55 of Probate Records.

Jacob A. Lohr
Clerk—Judge of Probate.

State of Minnesota,

County of Stearns.

IN PROBATE COURT.

IN THE MATTER OF THE ESTATE OF

FRANK SALZL, DECEDENT.

BOND

Know all Men by these Presents, That we, Peter Gross,
 of the Town of St. Augusta,
 in the County of Stearns, State of Minnesota, as principal, and
 Barney J. Korte and Peter Jonas,
 of said County and State,
 as sureties, are held and firmly bound to the Honorable J. B. Himm,
 Judge of Probate of the County of Stearns, Minnesota, in the sum of
 ONE THOUSAND (\$1000.00) DOLLARS,
 lawful money of the United States, to be paid to the said Judge of Probate or his successors in office; for
 which payment, well and truly to be made, we bind ourselves, our, and each of our heirs, executors and
 administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Peter Gross
 who has been appointed representative of the
 estate of the above named Frank SalzL, decedent, shall
 well and faithfully discharge all the duties of his trust as representative of said estate according to law,
 then this obligation shall be void; otherwise it shall be and remain in full force and virtu

Witness, our hands and seals this second day of July

Signed, Sealed and Delivered in Presence of

Hubert S. Hansen
 Joseph J. Johnson

Peter Gross (SEAL)
 Barney J. Korte (SEAL)
 Peter Jonas (SEAL)
 (SEAL)
 (SEAL)

ACKNOWLEDGMENT

State of Minnesota,

County of Stearns.

Be it Known, That on this second day of July, A. D. 1926,
 personally appeared before me Peter Gross, Barney J. Korte and Peter Jonas,

to me well known to be the same persons who executed the foregoing bond, and they severally acknowledged
 the same to be their free act and deed, and that they executed the same for the uses and purposes therein
 expressed.

Hubert S. Hansen
 Notary Public.

My commission expires 19 County, Minn.

JUSTIFICATION

State of Minnesota, } ss.
County of Stearns. Barney J. Korte and Peter Jonas.

being duly sworn, each for himself, on oath says that he is a resident and freeholder of and in the State of Minnesota; that he justifies upon the foregoing bond as follows:

the said Barney J. Korte in the sum of Five Hundred (\$500.00) Dollars
the said Peter Jonas in the sum of Five Hundred (\$500.00) Dollars
~~the said~~ ~~in the sum of~~ ~~Dollars~~
~~the said~~ ~~in the sum of~~ ~~Dollars~~
~~the said~~ ~~in the sum of~~ ~~Dollars~~

and that each respectively is worth double the sum in which he so justifies over and above his debts and other liabilities and exclusive of his property exempt from execution.

Subscribed and sworn to before me this
second day of July, A. D. 1926.
Hubert H. Hanson, Notary Public
Hubert Hanson, Notary Public, Stearns Co., Minn.
My commission expires 19

Barney J. Korte
Peter Jonas

APPROVAL

I do hereby approve the within Bond, this 2nd day of July, A. D. 1926.
J. B. Hennel, Judge of Probate.

OATH

State of Minnesota, } ss.
County of Stearns. I, Peter Gross,
do swear that I will faithfully and justly perform all the duties of the office and trust which I now assume as Representative of the estate of Frank Salzl, decedent,
to the best of my ability. So help me God.

Subscribed and sworn to before me this second day of July, A. D. 1926.
Hubert H. Hanson, Notary Public.
Hubert Hanson, Notary Public, Stearns Co., Minn.
My commission expires 19

Peter Gross

State of Minnesota.

County of Stearns.

PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Salzl, Decedent—Marr

BOND AND OATH OF REPRESENTATIVE

Filed this 2nd day of

July 1926

and said Bond recorded in Book

of Bonds, page 157 of Probate

Records.

Jacobs A. Salzl, Clerk—Judge of Probate.

7654

RE-18

POWER OF ATTORNEY NO. 47303

Know All Men by These Presents:

That this power of attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer and filed separately if desired.

That the Western Surety Company, a corporation, organized and existing under the laws of the State of South Dakota, does hereby make, constitute and appoint, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ **Joseph Kowalkowski**

in the city of St. Cloud County of Hennepin State of Minnesota with limited authority, its true and lawful agent and attorney-in-fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as surety and its acts and deed, the following bonds and no others.

(A) An Original Bond of ADMINISTRATOR, EXECUTOR, TRUSTEE, RECEIVER, REFEREE IN PARTITION required by any statute or decree of any court, or AN ADDITIONAL BOND for SALE OF REAL or PERSONAL PROPERTY where the Western Surety Company has the original Bond (excluding Receivers for the benefit of creditors in lieu of Federal Bankruptcy Proceedings), provided the penalty shall not exceed FIFTY THOUSAND (\$50,000.00) DOLLARS.

(B) An original bond required by a GUARDIAN or CONSERVATOR provided the penalty shall not exceed FIFTY THOUSAND (\$50,000.00) DOLLARS.

(C) A TRUSTEE or RECEIVER IN BANKRUPTCY qualifying bond required in the United States Court, provided the penalty shall not exceed FIFTY THOUSAND (\$50,000.00) DOLLARS.

(D) A plaintiff's ATTACHMENT or REPLEVIN bond, or CLAIM AND DELIVERY bond, or INJUNCTION or FORECLOSURE bond provided the principal upon the bond is a corporation, or any department of the State or Federal Government acting in its own name or in the name of a duly appointed Superintendent, Trustee or Receiver, provided the penalty shall not exceed FIVE THOUSAND (\$5,000.00) DOLLARS.

(E) A bond or undertaking for COSTS ONLY or a REMOVAL bond to the Federal Court (no authority, expressed or implied, is given for the execution of open penalty, stay or supersedeas bonds or for the payment of Judgments, however styled), provided the penalty shall not exceed FIVE HUNDRED (\$500.00) DOLLARS.

(F) A bond required by any City, Town or County to be given and filed pursuant to the laws and ordinances regulating the granting of a LICENSE or PERMIT for the conducting of any business (excepting bonds for truckers or public carriers), provided the penalty shall not exceed THREE THOUSAND (\$3,000.00) DOLLARS.

(G) A NOTARY PUBLIC bond provided no such bond shall be in the penalty of more than SIX THOUSAND (\$6,000.00) DOLLARS.

(H) A Bond required to be filed by a PUBLIC OFFICIAL or employee, appointed or elected, (except treasurers of all kinds, sheriffs or other peace officers, constables and tax collectors) in qualifying for office, provided the penalty shall not exceed FIVE THOUSAND (\$5,000.00) DOLLARS.

(I) Any other bond or indemnity (not included in clauses A to H inclusive), provided there is attached to this Power of Attorney, written authority in the form of an endorsement, letter, or telegram, signed by the President, Vice-President, Secretary, Treasurer, or Assistant Secretary of the Western Surety Company of Sioux Falls, South Dakota.

The Company waives the requirement that the corporate seal be attached to the bond which this power of attorney authorizes executed.

The execution and acknowledgment by the said Attorney-in-Fact of any such bonds in pursuance of these presents, shall be as binding upon said Company as fully and amply to all intents and purposes as if such bond had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper person.

Provided, however, that this Power of Attorney does not authorize or empower said Attorney-in-Fact to give consent to any alterations or changes in terms, conditions or covenants of said bonds when once executed nor to any alterations or changes in the form or conditions of any contract on which this Company is surety nor to bind or in any way commit the said WESTERN SURETY COMPANY to any course or position whatever regarding adjustment of claims or complaints that may be made thereunder or in connection with any bond which may be executed by this Company.

ALL AUTHORITY HEREBY CONFERRED SHALL EXPIRE AND TERMINATE, WITHOUT NOTICE AT MIDNIGHT, MAY 31, 1946.

The Western Surety Company further certifies that the following is a true and correct copy of Section 7 of the By-Laws of the Western Surety Company, duly adopted and now in force, to-wit:

"Section 7. The President, any Vice-President, Secretary, any Assistant Secretary or Treasurer may appoint Attorneys in Fact, or Agents, who shall have authority to issue bonds, policies or undertakings in the name of the Company, subject to such rules and regulations as such officers may prescribe."

IN WITNESS WHEREOF, The said WESTERN SURETY COMPANY has caused these presents to be executed by its President and General Manager, with its corporate seal affixed this 2nd day of January, 1943.

ATTEST:

L. D. Sunding
Assistant Secretary

By

WESTERN SURETY COMPANY,

Sauvigny
President and General Manager.

STATE OF SOUTH DAKOTA. }
COUNTY OF MINNEHAHA } ss.

On this 2nd day of January, 1943, before me, a Notary Public, personally appeared DAN KIRBY, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as President and General Manager of the said WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

My Commission expires November 30, 1944

E. V. Jackson
Notary Public, South Dakota.

STATE OF Minnesota }
COUNTY OF Stearns } ss.

On this 17th of April A. D. 1944, before me, a Notary Public, in and for said County, per-

sonally appeared _____, to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of the WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said

_____ acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____

_____ the day and year last above written.

Notary Public.

My Commission expires _____

State of Minnesota,
Stearns
County of

IN THE MATTER OF THE ESTATE OF
Frank Zalsl

IN PROBATE COURT

ADDITIONAL
BOND

Decedent

Know All Men by These Presents, That we B. J. Korte

, as principal,

and Western Surety Co.

a corporation organized under the laws of the State of North Dakota
and holding the certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract
as surety upon bonds in said State of Minnesota, as surety, are held and firmly bound unto E. J. Ruegemer

, as Judge of Probate of the County of

Stearns, Minnesota, in the sum of Six Thousand dollars

Dollars, lawful money of the United States, to be paid to said Judge of Probate, or his successor in office; for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors, and assigns, firmly by these presents.

The Condition of This Obligation is Such, That if the above bounden B. J. Korte

, who has been appointed representative of the estate of the above named, Frank Zalsl shall well and faithfully discharge all the duties of his trust as representative of said estate according to law, then this obligation shall be void; otherwise it shall remain in full force and virtue.

In Witness Whereof, Said principal has hereunto affixed his hand and seal; and the said surety has caused these presents to be signed by its Attorney in fact

and its corporate seal to be hereto attached by authority of its Board of Directors,

this 17th. day of April, 1944

Signed, Sealed and Delivered in Presence of

Don Karvaldowski
Vincent Ahle

B. J. Korte

WESTERN SURETY CO.

(Seal)

(Seal)

By *Joseph Kowalkowski*
Its Attorney in fact

ACKNOWLEDGMENT OF PRINCIPAL

State of Minnesota,
County of Minnesota Stearns

On this 17th. day of April, 1944, before me personally appeared B. J. Korte, to me well known to be the person who executed the foregoing bond as principal, and acknowledged that he executed the same for the uses and purposes herein expressed as his free act and deed.

Vincent Ahle

Notary Public, Stearns County, Minnesota.

My Commission Expires March 23rd, 1948

ACKNOWLEDGMENT OF SURETY

State of Minnesota,
County of Stearns

On this 17th. day of April, 1944, before me appeared Joseph Kowalkowski, to me personally known, who being by me duly sworn, did say that he is the attorney in fact

of Western Surety Co., a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by Joseph Kowalkowski, by authority of its Board of Directors; and the said

Joseph Kowalkowski
acknowledged said instrument to be the free act and deed of said corporation.

Vincent Ahle

Notary Public, Stearns County, Minnesota.

My Commission Expires March 23rd, 1948

0028 0885

APPROVAL

I hereby approve the within bond and the surety thereon, this

April, 19*44*.

17th

day of

[Signature]

Probate Judge.

OATH OF REPRESENTATIVE

State of Minnesota,

County of

I,

do swear that I will faithfully and justly perform all the duties of the office and trust which I now assume as

of the

of the above named

to the best of my ability and according to law, so help me God.

Subscribed and sworn to before me this

day of , 19

, County, Minnesota.

My Commission Expires , 19

7652

State of Minnesota.

PROBATE COURT

In the Matter of the Estate of

Frank J. Jyl

Decedent.

Bond and Oath of Representative

(SURETY COMPANY FORM)

Filed the *17th* day of

April, 19*44* and said

bond recorded in Book *7* of

Bonds, page *76* of Probate

Records.

Frank Jyl
Clerk - *Assistant* of Probate.

No. 1107*

State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT.

IN THE MATTER OF THE ESTATE OF

Frank Salzl }

BOND

Know All Men by these Presents, That we Barney J. Korte

of Richmond, Minnesota

in the County of Stearns

State of Minnesota, as principal, and

Theodore Korte and Martin Hemmesch

of said County and State,

as sureties, are held and firmly bound to Paul Ahles

Judge of Probate of the County of Stearns

, Minnesota, in the sum of

Fifteen Hundred and no/100 - - - - - DOLLARS,

lawful money of the United States, to be paid to the said Judge of Probate or his successors in office for which payment, well and truly to be made, we bind ourselves, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Barney J. Korte

, who has been appointed representative of the estate of the above named Frank Salzl shall well and faithfully discharge all the duties of his trust as representative of said estate according to law, then this obligation shall be void; otherwise it shall be and remain in full force and virtue.

Witness, our hands and seals this 29th. day of March 39

Signed, Sealed and Delivered in Presence of

Henry Deinh
Buelw Klein

Barney J. Korte (SEAL)
Theodore Korte (SEAL)
Martin Hemmesch (SEAL)
(SEAL)
(SEAL)

ACKNOWLEDGMENT

State of Minnesota, }
County of Stearns } ss.

Be It Known, That on this 29th. day of March, A. D. 1939

personally appeared before me Barney J. Korte, Theodore Korte and Martin Hemmesch

to me well known to be the same persons who executed the foregoing bond, and they severally acknowledged the same to be their free act and deed, and that they executed the same for the uses and purposes therein expressed.

Henry Deinh

Notary Public.

HENRY FLINT, Notary Public,
Richmond, Stearns Co., Minn.
My Commission Expires Aug. 10th, 1943.

My Commission Expires Aug. 10th. 1943, 19

County, Minn.

JUSTIFICATION

State of Minnesota,

County of Stearns

}

Theodore Korte

of

Richmond, Minnesota

and

Martin Hemmesch

of

Richmond, Minnesota

being duly sworn, each for himself says that he is one of the sureties described in and who executed the foregoing bond; that he is a resident and freeholder of the State of Minnesota, and is worth the amount of \$1,500.00 specified in the foregoing bond above his debts and liabilities and exclusive of his property exempt from execution.

Theodore Korte

Martin Hemmesch

Subscribed and sworn to before me this 29th.

day of March

19 39.

Notary Public,

County, Minnesota.

My Commission Expires Aug. 10th. 1943

APPROVAL

the within Bond, this

31st

day of

March

A. D. 19 39

(Court Seal)

Judge of Probate.

OATH

State of Minnesota,

County of Stearns

}

I, Barney J. Korte

do swear that I will faithfully and justly perform all the duties of the office and trust which I now assume as Representative of the estate of Frank Salzl to the best of my ability. So help me God.

Subscribed and sworn to before me this 29th.

day of March

A. D. 19 39.

Notary Public,

My Commission Expires Aug. 10th.

19 43

Stearns

County, Minn.

State of Minnesota,

County of Stearns

PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Salzl

Decedent—Ward.

BOND AND OATH OF
REPRESENTATIVE

Filed this 31st day of

March 1939

and said Bond recorded in Book

of Bonds, page 91 of Probate
Records.Frank Salzl
Clerk—Judge of Probate.

State of Minnesota,
County of Stearns.

IN PROBATE COURT

In the Matter of the Estate of
FRANK SALZL,
Decedent.

Petition for Allowance and
Probate of Will

To the Probate Court in and for said County:

Your petitioner represents and alleges to the Court:

FIRST—That your petitioner is a resident of the Town of Rockville (1) in the County of Stearns, State of Minnesota, and is an adult and is interested in the estate of decedent in this, to-wit: That he is the executor named in the last will and testament (2) of Frank SalzL, decedent.

SECOND—That said decedent died at Walker, County of Cass, State of Minnesota, on the 21st day of May, 1926, aged 49 years and at the time of his death was a citizen of the Country of the United States of America, and a resident of the Town of St. Martin, in the County of Stearns, and State of Minnesota and left estate in the County of Stearns, State of Minnesota.

THIRD—That said decedent died leaving a last Will and Testament which was presented and filed for Probate.

FOURTH—That the estate of decedent at the time of his death consisted of (3) personal property of the estimated value of \$ None, divided as follows:

- | | |
|---------------------------|------------------------------|
| 1. Household goods, \$ -- | 2. Wearing apparel, \$ -- |
| 3. Stock, \$ -- | 4. Notes, bonds, etc., \$ -- |
| 5. Miscellaneous, \$ -- | |

That said estate ~~is~~ included (4) real estate of the estimated worth and probable value of \$ 11,000.00 situated in said County of Stearns, State of Minnesota, to-wit:

- | | |
|-------------------------|---------------------------------------|
| 1. City Property None. | Lots without buildings, \$ |
| | Lots with buildings, \$ |
| 2. Rural Property None. | Acres unimproved lands, \$ |
| | 220 Acres improved land, \$ 11,000.00 |
| 3. Homestead | \$ |

NOTE 1st—City, Village, Borough or Township.

" 2nd—Executor, Heir or Devisee.

" 3rd—If no property insert word "No" and strike out unnecessary words.

" 4th—If no real estate, insert "No" and strike out remainder.

SIXTH—That your petitioner, _____ whose Post Office address is _____
 St. Cloud, Minn., R. F. D. #4, _____ is ~~xxx~~ named in said Will as execut^{or} ~~xxx~~
 thereof and ^{is} suitable and competent person to be execut^{or} ~~xxx~~ of said Will.

June 8th, 1926.

Petitioner.

County of Stearns.

Peter Cross.

being duly sworn, on oath says that he is the petitioner named in the foregoing petition; that the said petition is true of his own knowledge except as to the matters therein stated on information and belief, and as to those matters he believes to be true.

Peter Gross

Subscribed and sworn to before me this

8th day of June, 1926.

8th day of June, 1926.
Lube Hansen

Notary Public, *Robert Hansen, Notary Public, Stearns Co., Minn.*
My Commission Expires *Jan. 15th, 1924.* 19

My Commission expires

19

State of Minnesota,

County of Stearns.

IN PROBATE COURT

Petition for Allowance and
Probate of Will.

In the Matter of the Estate of

FRANK SALLS,

Prevalence

Filed this 8th day of

June 1926

David A. Ladd
Clerk—Judge of Probate.

WILLIAMS-DAVIS CO., WILMINGTON, DE.

State of Minnesota, }
County of Stearns }

IN PROBATE COURT.

In the Matter of Proving the Last Will and Testament of the Estate of

Frank Salzl

Proof of Will

Decedent.

State of Minnesota, }
County of Stearns }

Peter Jonas

being
duly sworn on behalf of the proponent of the Will, doth depose and say: that he is one of the
subscribing witnesses to the instrument now shown him, bearing date the 11th
day of May, A. D. 1926, and purporting to be the Last Will and Testament of
Frank Salzl of the County
of Stearns and State of Minnesota now here presented
for probate; that he knew
and was well acquainted with the said Decedent, in his lifetime and at the time of his death,
that on the day and date of said instrument, to-wit, the 11th day of May
A. D. 1926, the said instrument was signed, sealed, executed and then and there acknowledged, published
and declared by the said decedent, to be his Last Will and Testament, in the pres-
ence of A. Stark

the other subscribing witness thereto, and that deponent and the said

A. Stark

the other subscribing witness—did then and there, in the presence of the said decedent, and at his
request, severally subscribe said instrument as witness thereto.

Deponent further says that at the time of the execution of said instrument as aforesaid, the said
Decedent was of sound and disposing mind, memory and understanding, of lawful age and under no
restraint to the best of deponent's knowledge, and as he verily believes.

And further deponent saith not.

Subscribed and sworn to before me this

2^d day of July, A. D. 1926

J. B. Hornish
Judge of Probate.

Peter Jonas

No. 7657

State of Minnesota,
County of *Stearns* ss.

IN PROBATE COURT

IN THE MATTER OF THE LAST WILL AND
TESTAMENT OF

Frank Selge
Decedent.

TESTIMONY OF

Peter Jones
Subscribing Witness to Will.

Taken, sworn, subscribed and filed
this *2d* day of

July 19*26*
J. B. Horns
Clerk—Judge of Probate.

7652

WILL OF
Frank Salzl.

46808200

State of Minnesota, }
County of Stearns }

IN PROBATE COURT
CERTIFICATE OF PROBATE

In the Matter of the Estate of Frank Salzl Decedent

Be it Remembered, That on the day of the date hereof at a Special Term of said Probate Court, pursuant to the notice duly given, the last will and testament of Frank Salzl Decedent, late of said County of Stearns bearing date the 11th day of May 19 26, and being the annexed written instrument, was duly proved before the Probate Court, in and for the County of Stearns aforesaid; and was duly allowed and admitted to probate by said Court according to law; as and for the last Will and Testament of said Frank Salzl deceased, which said last Will and Testament is recorded and the examination taken thereon filed in this office.

In Testimony Whereof, The Judge of the Probate Court of said County has hereunto set his hand and affixed the seal of said Court at St. Cloud in said County, this 2nd day of July 19 26.



J. B. Hennrich
Judge of Probate.

7652

State of Minnesota, }
County of Stearns

PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Salzk
Decedent.

Certificate of Probate of Will

Filed this 2nd day of
July 1926, and recorded,
together with the will attached in Book
"2" of Records of Wills, Page 331.

Jacob A. Lohr
clerk Judge of Probate.

968088200

State of Minnesota,
County of Stearns }

IN PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Salzl

Decedent.

Order Admitting Will to Probate.

The above entitled matter came on to be heard, on the 2nd day of

July 19 26, upon the petition of Peter Gross

for the allowance of an instrument filed therewith purporting to be the last will and testament of the above named decedent; and the court having duly heard the same and all the evidence produced in support thereof, and having duly considered the same, finds as follows:

FIRST--That the citation of this court, dated the 8th day of June 19 26, has been duly served and published as directed therein and required by law.

SECOND--That said decedent died on the 21st day of May 19 26, and at the time of his death was a resident of the Town of St. Mar in the County of Stearns State of Minnesota and left estate in the County of Stearns State of Minnesota.

THIRD--That the subscribing witness to said purported last will and testament of said decedent, to-wit: Peter Jonas

was duly sworn and examined, and his testimony reduced to writing, subscribed by him and filed herein.

FOURTH--That said instrument presented for probate as aforesaid, was duly executed by said decedent as his last will and testament, according to law; and that said decedent, at the time he executed the said instrument, was of sound mind and free from undue influence, of lawful age, and under no restraint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the said instrument presented and proved as aforesaid be, and the same hereby is, established and allowed as the last will and testament of the above named decedent, and is hereby admitted to probate.

Dated July 2nd 19 26.

J. B. Smith
Judge of Probate.

State of Minnesota, }
County of Stearns

PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Salzl
Decedent.

Order Admitting Will to Probate

Filed this 2nd day of
July 1926, and recorded
in Book "43" of Orders, Page 256

Jacob A. Lahr
Judge of Probate.

State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT.

IN THE MATTER OF THE ESTATE OF

Frank Salzl

Decedent.

LETTERS TESTAMENTARY

To

Peter Gross

GREETING:

Whereas, You have been appointed execut. or of the last will and testament of the above named decedent, by the order of this court, and have duly qualified as such:

Now Therefore, Reposing full faith and trust in your competency, ability and integrity, these letters testamentary are issued to you by the court, authorizing you to execute and carry into effect the said will of said decedent, according to the true intent thereof, and granting unto you all the powers, duties and responsibilities incident to said trust, in substance as follows, to-wit:

FIRST—To take possession of all the estate of said decedent, both real and personal, excepting that which may be set aside by the court for the surviving spouse or children of said decedent; to collect and receive all the rents, issues, increase and profits, of said estate; to demand, receive, collect, sue for and recover all the debts, claims, rights, and choses in action, which to said decedent at the time of his death did belong; and, in within three months from the date hereof, to make and file in this court a true, verified, inventory of all the estate of said decedent, and cause the same to be appraised according to law.

SECOND—To manage, care for, and administer the said estate, to the end that the same may be preserved, kept, and increased, in the most economical and efficient manner; and to keep in good condition of repair all the buildings and improvements on the real estate of decedent.

THIRD—To cause to be paid, according to the provisions of said will as far as possible, and where not possible, then according to law, out of the personal estate of decedent if the same be sufficient therefor, and if not sufficient, then out of the real estate of decedent to be sold under the license of the court, the following charges, demands, and debts, in the order following, to-wit: the expenses of the administration of said estate; the expenses of the funeral of said decedent; the expenses of the last sickness of said decedent; all the debts of decedent having preference under the laws of the United States; all taxes that shall be legally levied upon the estate of decedent; all other debts of decedent due to his creditors that shall be duly proved and allowed by the court, if said estate be sufficient therefor, otherwise to pay the same pro rata; all legacies given and provided by said will of decedent, if his said estate be sufficient therefor.

FOURTH—To make and file in this court, whenever requested by the court so to do, and at the completion of said trust, full and true accounts, with itemized statements, under oath, of all said estate and the increase thereof, that shall come into your hands, and of all disbursements made by you and of all the residue that remains in your hands, together with the value and condition thereof; and, at the completion of said trust, to turn over all the residue of said estate in your hands to those declared thereunto entitled by the court.

Witness, The Judge of this Court, and the seal thereof, this

3rd

day of

July

1926

J. B. Hirsch
Probate Judge.



State of Minnesota,

County of *Stearns*

PROBATE COURT.

IN THE MATTER OF THE ESTATE OF

*Frank Salzl*LETTERS TESTAMENTARY
(LONG FORM)Filed this *3rd* day of*July*, 19 *26*, and Recorded
in Book "*4*" of Letters, Page *4**Jacob A. Lohr*
Clerk-Judge of Probate Court.

State of Minnesota,

County of _____

IN PROBATE COURT.

I, _____, Judge of the Probate Court, in and for said County, and State aforesaid, do hereby certify that I have compared the within and foregoing paper writing with the original Letters Testamentary in the matter therein entitled, now remaining of record in my office, and that the same is a true and correct copy of said original, and the whole thereof.

WITNESS, my hand and seal of said Court, at _____

day of _____

A. D. 19 _____

this

Probate Judge.

State of Minnesota,

County of

Itasca

} ss.

IN PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Salge

Decedent.

Letters of Administration with
Will Annexed

To

B. J. Korte

GREETING:

Whereas, You have been appointed administrator with will annexed of the estate of the above named decedent, by order of this court, and have duly qualified as such:

Now, Therefore, Reposing full faith and trust in your competency, ability and integrity, these letters testamentary are issued to you by the court, authorizing you to execute and carry into effect the said will of said decedent, according to the true intent thereof; and granting unto you all the powers, duties and responsibilities incident to said trust, in substance as follows, to-wit:

FIRST—To take possession of all the estate of said decedent, both real and personal, excepting that which may be set aside by the court for the surviving spouse or children of said decedent; to collect and receive all the rents, issues, increase and profits, of said estate; to demand, receive, collect, sue for and recover all the debts, claims, rights, and choses in action, which to said decedent at the time of his death did belong; and, in within three months from the date hereof, to make and file in this court a true, verified, inventory of all the estate of said decedent, and cause the same to be appraised according to law.

SECOND—To manage, care for, and administer the said estate, to the end that the same may be preserved, kept, and increased, in the most economical and efficient manner; and to keep in good condition of repair all the buildings and improvements on the real estate of decedent.

THIRD—To cause to be paid, according to the provisions of said will as far as possible, if not possible, then according to law, out of the personal estate of decedent if the same be sufficient therefor, and if not sufficient, then out of the real estate of decedent to be sold under the license of this court, the following charges, demands, and debts, in the order following, to-wit: the expenses of the administration of said estate; the expenses of the funeral of said decedent; the expenses of the last sickness of said decedent; all the debts of decedent having preference under the laws of the United States; all taxes that shall be legally levied upon the estate of decedent; all other debts of decedent due to his creditors that shall be legally proved and allowed by the court, if said estate be sufficient therefor, otherwise to pay the same pro rata; all legacies given and provided by said will of decedent, if his said estate be sufficient therefor.

FOURTH—To make and file in this court, whenever requested by the court so to do, and at the completion of said trust, full and true accounts, with itemized statements, under oath, of all said estate and the increase thereof, that shall come into your hands, and of all disbursements made by you and of all the residue that remains in your hands, together with the value and condition thereof; and, at the completion of said trust, to turn over all the residue of said estate in your hands to those declared thereunto entitled by the court, and the provisions of said will.

Witness, The Judge of this Court, and the seal thereof, this

18th

day of

Nov

1927

J. B. H. H. H.
Probate Judge.

Court Seal

7654

State of Minnesota,

County of Stearns

PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Salzh.

Letters of Administration
with Will Annexed.

(LONG FORM)

Filed this 18th day of

Nov., 1927, and Recorded

in Book "54" of Letters, Page 35

James A. Loh
Clerk-Judge of Probate Court.

State of Minnesota, }
 County of Stearns } ss.

IN PROBATE COURTFile No. 7652

IN THE MATTER OF THE ESTATE OF

Frank Salzl

Decedent.

Final Decree of Distribution

The above entitled matter came on to be heard on the 15th day of September, 1944, upon the petition of the representative of said estate for the distribution of the residue of said estate to the persons thereunto entitled.

The representative of said estate appeared in person and by attorney, Ahles & Ahles, and no one appeared in opposition thereto.

And the court having considered the evidence produced at said hearing, the arguments of counsel, and the files and records in said matter, finds the following facts:

FIRST—That notice of said hearing has been duly given and served as required by law and the order of this court for said hearing.

SECOND—That the said estate has been in all respects fully administered, and the expenses of the administration thereof and of the last sickness and burial of said decedent, and all claims allowed against said estate have been fully paid,

and that said representative has filed his final account herein which has been settled and allowed by the Court. That all inheritance taxes determined by the Court to be due the State of Minnesota have been paid.

THIRD—That said decedent died testate on the 21st day of May, 1938, and at the time of his death decedent was a resident of the County of Stearns and State of Minnesota.

FOURTH—That the residue of the estate of said decedent for distribution consists of the following property, to-wit:

(A) Personal property of the value of \$ 10,408.36 comprising of the following items:

Cash for distribution to the residuary devisees, \$10,308.36.

Unpaid legacy to be assigned to Anna Salzl, \$100.00.

~~---~~ FIFTH—That the following named persons are the residuary devisees and legatees of said decedent, and are all of the persons entitled to the residue of said estate of said decedent, to-wit:

Peter Salzl, Stephen Salzl, Rose Joohum, Joseph Salzl, ✓
Alma Lehr, Marie Fuerstenberg, Celestine Salzl, Loretta Rogers
and Frank Salzl, children of said decedent.

NOW, THEREFORE, On motion of Ahles & Ahles, attorneys for the

representative of said estate, and by virtue of the power and authority vested in this court by law, BY
ORDERED, ADJUDGED AND DECREED, and the said court does hereby ORDER, AND
DECREE, that all and singular the above described PERSONAL PROPERTY be, and the same hereby is, assigned to
and vested in the above named persons, in the following proportions and estates, to-wit:

To each of the above named children of decedent the sum of
\$1145.37 in cash.

To Anna Salz the sum of \$100.00 in cash.

And that the title to the above described real estate

has passed to and is hereby assigned to and vested in the
above named persons in the following proportions and estates, to-wit:
None for assignment.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances there-
unto belonging or in anywise appertaining, to the said above named person S. their heirs and assigns; with-
out prejudice, however, to any lawful conveyance of said property or any part thereof by said persons, or any of them,
heretofore made.

Cloud, Minnesota, this 15th day of September, 1944

PROBATE
COURT
SEAL

E. J. Hughes
Probate Judge.

State of Minnesota,

} ss.

PROBATE COURT

County of

I, _____ of the Probate Court,
within and for said County, and Custodian of the Seal and Records of said Court, do hereby certify that I have com-
pared the foregoing copy of Final Decree of Distribution with the original record thereof preserved in this office and
have found the same to be a correct transcript of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto sub-
scribed my name and affixed the Seal of said Court, at

in said County, this _____ day of _____, 19____.

_____ of the Probate Court

File No. 7552

State of Minnesota,

County of Stearns

IN PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Frank Seitz

Decedent.

Final Decree of Distribution

Office of Register of Deeds,

State of Minnesota,

County of

I hereby certify that the within Instru-
ment was filed in this office for record on
the _____ day of _____, 19____, at _____ o'clock _____ M.
and was duly recorded in Book _____
of _____, page _____.

Register of Deeds.

By _____ Deputy.

Transfer entered this

day of _____, 19____.

County Auditor.

By _____ Deputy.

Filed this 15th day of Sept.

1944, and recorded in Book #7

of _____, page 177

Frank Seitz

Probate Judge - Clerk.

7653

State of Minnesota,

County of

Stearns

ss.

IN PROBATE COURT

In the Matter of the Alleged

of

Insanity
Wallace A. Skay

To the Honorable Joseph B. Hinrichsen, Probate Judge of said County:

Your petitioner, the undersigned, James R. Bennett Jr.
respectfully represents to the Court and alleges that Wallace A. Skay

in said County:

(a) is not insane, but is so mentally defective as to be incapable of managing his self and affairs and to require supervision, control and care for his own or the public welfare.

(b) is not capable of managing his self or his affairs by reason of the habitual and excessive use of intoxicating liquors, drugs or other narcotics.

(c) is of unsound mind; that such unsoundness of mind does not consist merely of such mental deficiency as renders him incapable of managing his self and his affairs and to require supervision, control and care for his own or the public welfare.

That your petitioner is related to said above named person as follows: his father

The indications of insanity manifested by him are as follows: (Here give fully the symptoms on which the charge of insanity is based.)

That he is in a state of mental infatuation with a girl and has threatened her life

That the said alleged person will not appear in said Court voluntarily, and that it will be necessary to issue a warrant to bring him before the Court.

Your petitioner states on information and belief as follows:

The said Wallace A. Skay was born in Minn.; is about 25 years of age and the parent of no children.

That his residence and place of legal settlement is Stearns County, Minnesota. (If not a resident of Minnesota, set out as fully as possible where he came from, how long has been in this State and in the County.)

That restraint has been employed.

That the supposed cause of Insanity is

The patient has been treated by no one

That said person is the owner of and entitled to the following described property: none

WHEREFORE, Your petitioner prays that the above named Court will make due inquiry into the matter, and to that end that said alleged person may be brought into said Court and examined as to said alleged Insanity, and if found to be Insane that he be sent to a Hospital in accordance with the statutes in such case made and provided.

James R. Bennett Jr.

Goshorn & Ken 200 South 1st St

00290906

State of Minnesota,
County of Sharns } ss.

James R Bennett, being first duly sworn, deposes and says that he is the petitioner in the foregoing petition; and he knows the contents thereof, and that the averments of said petition are true of his own knowledge, save as to such as are therein stated on information and belief, and that as to those he believes them to be true.

Subscribed and sworn to before me this 7th day of June, 1926

My commission expires June 23, 1931

James R Bennett
J. B. Davis
Notary Public, Frank C. Mann

NOTE: Two of the Paragraphs A, B and C should be stricken out, leaving the paragraph applicable to the proceeding. The attention of the Judge of Probate and County Attorney is called to the provisions of Section 2, Chapter 294, Laws 1917. If the person to be examined is alleged to be feeble-minded, notice of the filing of the petition is to be given to the State Board of Control as required by Section 6, Chapter 244, Laws 1917.

State of Minnesota,

County of Sharns

PROBATE COURT

IN THE MATTER OF THE ALLEGED

Marilyn D
Waller Co. Q. S. Kay

PETITION

Filed this 7th day of

June, 1926

Geo. A. Galt
Clerk—Judge of Probate.

State of Minnesota,County of Stearns

ss.

IN PROBATE COURT.In the Matter of the Alleged Insanityof Wallace A. Skay**REPORT OF BOARD OF EXAMINERS**

We, the Board of Examiners, in the above entitled proceeding hereby certify and report that on the 9th day of June, 1928, at 2 o'clock in the after noon of said day, we met at the Court Room of the above named Probate Court in the City of St. Cloud in the County of Stearns, State of Minnesota, for the purpose of determining whether Wallace A. Skay is an insane person, as alleged in the petition in the above entitled proceeding, James J. Quigley, Esquire, County Attorney of said County, appeared in behalf of said Wallace A. Skay. The said Wallace A. Skay was present and was examined and observed by us. All proper testimony offered by any person interested was received and the following named persons were duly sworn and testified concerning the matters set forth in said petition:

The following proceedings were also had and taken:

We also elicited from said Wallace A. Skay and the several witnesses appearing before us in said proceedings information required to properly answer the questions set forth in Schedule "B" hereto attached and have set forth in said schedule the information so obtained and responsive to the said several questions respectively.

From the examination so made by us and upon due consideration of all the testimony received we find and determine that Wallace A. Skay is

- 1 A person incapable of managing his own self and his affairs by reason of the habitual and excessive use by him of intoxicating liquor, drugs or other narcotics.
- 2 A person of unsound mind other than one who may be properly described as only an inebriate or feeble minded person.
- 3 A person not insane, but so mentally defective as to be incapable of managing his own self and his affairs, and to require supervision, control and care for his own or the public welfare.

Dated at St. Cloud, Minnesota, this 9th day of June, 1928.

Judge of Probate.

NOTE: Strike out two of the paragraphs not appropriate to the case. In inebriate cases answers to Schedule A should be attached. In insanity cases answers to Schedule B should be attached.

0029 0908

State of Minnesota,

County of _____

IN PROBATE COURT.

IN THE MATTER OF THE ALLEGED

_____ of

REPORT OF THE BOARD OF EXAMINERS

State of Minnesota,

} ss.

County of _____

I do hereby certify that I have compared the within copy of the Report of the Board of Examiners with the original thereof on file in said Court, and have found the same to be a true and correct copy of such original and the whole thereof.

Witness my hand and the seal of said Court this _____ day of

_____ 19____

Clerk—Judge of Probate.

State of Minnesota,

County of Stearns

ss.

IN PROBATE COURT.

In the Matter of the Alleged Insanity

of Wallace A. Skay

REPORT OF BOARD OF EXAMINERS

We, the Board of Examiners, in the above entitled proceeding hereby certify and report that on the 9th day of June, 1926, at 2 o'clock in the afternoon of said day, we met at the Court Room of the above named Probate Court in the City of St. Cloud in the County of Stearns, State of Minnesota, for the purpose of determining whether Wallace A. Skay is an insane person, as alleged in the petition in the above entitled proceeding, James J. Quigley, Esquire, County Attorney of said County, appeared in behalf of said Wallace A. Skay. The said Wallace A. Skay was present and was examined and observed by us. All proper testimony offered by any person interested was received and the following named persons were duly sworn and testified concerning the matters set forth in said petition:

The following proceedings were also had and taken:

We also elicited from said Wallace A. Skay and the several witnesses appearing before us in said proceedings information required to properly answer the questions set forth in Schedule "B" hereto attached and have set forth in said schedule the information so obtained and responsive to the said several questions respectively.

From the examination so made by us and upon due consideration of all the testimony received we find and determine that Wallace A. Skay is

- 1 A person incapable of managing his own and his affairs by reason of the habitual and excessive use by him of intoxicating liquor, drugs or other narcotics.
- 2 A person of unsound mind other than one who may be properly described as only an ineffectual or feeble minded person.
- 3 A person not insane, but so mentally defective as to be incapable of managing his own and his affairs, and to require supervision, control and care for his own or the public welfare.

Dated at St. Cloud, Minnesota, this 9th day of June, 1926.

Judge of Probate.

NOTE: Strike out two of the paragraphs not appropriate to the case. In delirious cases answers to Schedule A should be attached. In insanity cases answers to Schedule B should be attached.

0029 0910

State of Minnesota,

County of _____

IN PROBATE COURT.

IN THE MATTER OF THE ALLEGED

_____ of

REPORT OF THE BOARD OF EXAMINERS

State of Minnesota,

} ss.

County of _____

I do hereby certify that I have compared the within copy of the Report of the Board of Examiners with the original thereof on file in said Court, and have found the same to be a true and correct copy of such original and the whole thereof.

Witness my hand and the seal of said Court this _____ day of

_____ 19_____

Clerk—Judge of Probate.

SCHEDULE "B"

State of Minnesota,
County of Stearns ss.
In the Matter of the Alleged Insanity
of _____

IN PROBATE COURT.

In cases where the person under examination is alleged to be insane, information should be elicited, if possible, from the person under examination or witnesses sworn which will enable the Board of Examiners to answer the following questions. The questions should be answered as fully as possible; the Schedule signed by each of the Examiners and securely attached to the Report of the Examiners.

1. (a) What is the patient's name? Wallace Skay
 (b) Age? 25
 (c) Single, married or widowed? Single married
 (d) If children, how many? none
 (e) If a mother, age of youngest child? ✓
2. (a) Where was patient born? St. Cloud, Minn
 (b) Where was patient's father born? ?
 (c) Name of father? Simon Skay
 (d) Where was patient's mother born? Cooperfield
 (e) Maiden name of mother? Mary Beach
3. (a) Where is his (or her) place of residence (legal settlement)? Stearns County
 (b) When did he become resident of this state? at birth
 (c) When did he become resident of this county? at birth
 (If found to be a resident of any other county in Minnesota, so state.) ✓
 (If found to be a non-resident of the state or residence is in doubt, proceed under Section 1898, R. L. 1905, and fill out form 470 and forward same to the State Board of Control, St. Paul, Minnesota.) ✓
4. (a) What has been the patient's occupation? Crane operator or mechanic
5. (a) Is the patient a church member? No Yes If so, of what church?
Lutheran Catholic
6. (a) To what extent is the patient educated? 8 Grade
7. (a) Were the patient's parents or grandparents related, and if so, in what degree?
cannot say
8. (a) Is this the first attack? yes
 (b) If not when did others occur and what were their duration? ✓
 (c) If sent to a hospital, state where? none
 (d) And result of treatment? ✓
9. (a) When were the first symptoms of this attack manifested and in what way?
 (b) Was the attack sudden or gradual?
10. Does the disease appear to be increasing, decreasing or stationary?
11. (a) On what subject, or in what way, is the derangement now manifested? State fully
 (b) Describe the conduct and conversation of the patient as they indicate, or have indicated, insanity
12. Has the patient shown any disposition to injure others?
13. (a) Has suicide ever been attempted?
 (b) If so, in what way?
 (c) Is the propensity active now?

14. Is there a disposition to filthy habits, destruction of clothing, furniture, etc.?
15. (a) Has the patient's father been insane?
 (b) Has the patient's mother been insane?
 (c) Has any relative of the patient been insane?
 (If so, state what relative)
16. Did the patient manifest any peculiarities of temper, habits, disposition or pursuits before the accession of the disease; any predominate passions, religion, impressions, etc.?
17. (a) Has the patient ever been addicted to intemperance in any form or the habitual use of any narcotic?
 (b) Were either of his parents ever addicted to intemperance in any form or habitual use of any narcotic?
18. (a) Has the patient been subject to any severe disease?
 (b) To epilepsy?
 (c) To convulsions in any form?
 (d) Had any injury of the head?
19. (a) Has any restraint or confinement been employed?
 (b) If so, what kind and how long?
20. What treatment has been pursued for the relief of the patient? (Mention particulars and effects.)
21. State the rate of the patients pulse
22. State patients temperature
23. Is patient suffering from any acute disease other than insanity?
24. Give name and address of the nearest relative or friend
25. Name of family physician, if any?
26. In your judgment does the patient require care in a state hospital?

Dated June 7th 1926

no as in
 our opinion he is not insane
 M. D.
 M. D.
 Judge of Probate.

State of Minnesota,

County of Ramsey

IN PROBATE COURT

IN THE MATTER OF THE ALLEGED INSANITY OF

William J. Akoy

EXAMINERS' REPORT—INSANITY

Filed this 7th day of June, 1926

Jacob A. Baker
 Clerk—Judge of Probate.

State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT,
WARRANT

IN THE MATTER OF THE ALLEGED INSANITY OF
William A. Skay }

James R. Bennett Jr., having made and filed in this Court a duly
verified petition, setting forth that the above-named person in this County is insane and in need of care and
treatment, and that it is dangerous for him to remain at large, and stating that he will not appear in
this Court voluntarily.

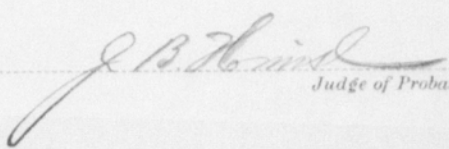
NOW, THEREFORE, You, B. E. Schoener, are hereby
directed and required to bring such alleged insane person before this Court on the 9th
day of June 19 26, at its Probate Court Rooms in the Court House, in the City of
St. Cloud in said County, at Two o'clock P. M., for an inquiry
concerning the sanity of said person, as by law in such case made and provided.

By the Court,

Dated June 9th 19 26

To B. E. Schoener

Sheriff of said County


Judge of Probate.

00290914

7653

State of Minnesota

County of *Stearns.*

PROBATE COURT

In the Matter of the Alleged Insanity of

Wallace A. Skay

WARRANT

Filed this *9th* day of *June*

19*26*

James L. Lala

clerk of Probate.

Form prescribed by State Board of Control

51606200

State of Minnesota

County of Stearns

} ss.

IN PROBATE COURT

IN THE CASE OF

Wallace A. Skay

}
Alleged Insane.

To the Hon. James J. Quigley

County Attorney of said County:

Sir:--

Please to take notice that information in due form of law has been filed in my office alleging the insanity of Wallace A. Skay a resident of said County, and said Wallace A. Skay has been brought before said Court for examination.

Therefore, you are hereby notified and required to appear before me at my office in said County on the 9th day of June 19 26, at two o'clock P. M., to represent said Wallace A. Skay and to take part in and conduct on his behalf the said examination and inquiry into his, said alleged insanity.

Witness my hand and official seal, this 9th day of June 19 26.

(SEAL)

J. B. Hinrich
Judge of Probate.

0029 0916

No. 7653

IN PROBATE COURT

County of

Stearns

STATE OF MINNESOTA

In the Matter of the Insanity of

Warren Skay

Notice to County Attorney

Due service of the within notice admitted this

9th

day of

June 1926
J. H. Manning
County Attorney.

Filed

June 9th 1926

Jacobsen

Clerk

of Probate

State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT.

In the Matter of the Alleged Insanity of

APPOINTMENT OF EXAMINERS

Wallace A. Skay

To Dr. H. W. Goehrs and Dr. M. J. Kern

A petition in due form of law having been filed in this Court alleging that one

Wallace A. Skay is insane in said County, in need of care and treatment, and that it is dangerous for him to remain at large, and praying that an inquiry be made into said matter by this Court.

You are each of you hereby appointed an examiner in lunacy to appear in said Court at its Probate Court Rooms in the Court House at the City of St. Cloud in said County on the 8th day of June 19 26 at two o'clock P. M., to constitute with the Judge of said Court a Board of Examiners to examine said alleged insane person and determine as to his sanity.

By the Court,

Dated June 8th 19 26.


Judge of Probate

0029 0918

7653

State of Minnesota }
County of *Stearns*

PROBATE COURT

In the Matter of the Alleged
Insanity of

Wallace A. Key

APPOINTMENT of EXAMINERS

Filed *June 9th 1926*

Jacob A. Laha

CLERK OF THE PROBATE COURT
STEARNS COUNTY, MINNESOTA

Form prescribed by State Board of Control,
pursuant to Sec. 3871, Revised Laws of 1905

No. 1323

81608200

State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT
CERTIFICATE

This is to certify that Dr. H. W. Goehrs
of St. Cloud, Minnesota is a reputable person, a graduate
of Univ of Minn which is an incorporated
medical college; that he is a permanent resident of this State, has been in actual practice of the profession of medicine
for at least one year next preceding to the date hereof, and is registered as licensed by the State Board of Medical
Examiners; that he is neither superintendent, proprietor, an officer, or regular medical attendant of any institution for
the care and treatment of the insane.

SEAL

J. B. Hind
Judge of Probate.

Dated June 9th 1926.

NOTE:—A copy of this certificate is to be filed in the Court and original delivered to the doctor. Sec. 3857, R. L. 1905.

0029 0920

7653

State of Minnesota,
County of *Stearns*

PROBATE COURT

In the Matter of the Alleged Mental Disease of

Wallace A. Shay

CERTIFICATE

Filed

June 9th 1926

James A. Lahn

CLERK OF THE PROBATE COURT
STEARNS COUNTY, MINNESOTA

Form prescribed by State Board of Control,
pursuant to Sec. 3871, Revised Laws of 1905.

No. 1324

12686200

State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT
CERTIFICATE

This is to certify that Dr. M. J. Kern
of St. Cloud, Minnesota is a reputable person, a graduate
of Creighton Med. Col. which is an incorporated
medical college; that he is a permanent resident of this State, has been in actual practice of the profession of medicine
for at least one year next preceding to the date hereof, and is registered as licensed by the State Board of Medical
Examiners; that he is neither superintendent, proprietor, an officer, or regular medical attendant of any institution for
the care and treatment of the insane.

SEAL

J. B. Brund
Judge of Probate.

Dated June 9th 1926.

NOTE:—A copy of this certificate is to be filed in the Court and original delivered to the doctor. Sec. 3857, R. L. 1905.

0029 0922

7653

State of Minnesota,
County of *Stearns*

PROBATE COURT

In the Matter of the Alleged Mental Disease of

Wallace A. Skay

CERTIFICATE

Filed

June 7th 1926

Jacob A. Kahn

CLERK OF THE PROBATE COURT
STEARNS COUNTY, MINNESOTA

Form prescribed by State Board of Control,
pursuant to Sec. 3871, Revised Laws of 1905.

No. 1324

0029 0923

State of Minnesota, }
County of Stearns } ss.

In the Matter of the Insanity of
Wallace A. Skay }

State of Minnesota, }
County of Stearns } ss.

I, Dr. H. W. Goehrs
do swear that I will faithfully and justly perform all the duties of the office and trust which I now
assume as a member of the Board of Examiners to examine the above

Wallace A. Skay and determine as to him being
insane, to the best of my ability, so help me God.

Subscribed and sworn to before me this 9th day of June, 1926.

H. W. Goehrs

State of Minnesota, }
County of Stearns } ss.

I, Dr. M. J. Kern
do swear that I will faithfully and justly perform all the duties of the office and trust which I now
assume as a member of the Board of Examiners to examine the above named

Wallace A. Skay and determine as to him being
insane, to the best of my ability, so help me God.

Subscribed and sworn to before me this 9th day of June, 1926.

M. J. Kern

J. B. Hines
Judge-Clerk of Probate.

00290924

No. 7653

State of Minnesota, } ss.
County of Hennepin

IN PROBATE COURT

IN THE MATTER OF THE

Insanity of
Wallace A. Gray

Oath of Examiners in

Filed this 9th day of

June, 19 26

Jacob A. Lalo
~~Judge~~ Clerk of Probate.

5260 6200

State of Minnesota, }
County of Stearns } ss.

IN PROBATE COURT
JUDGMENT OF DISMISSAL.

IN THE MATTER OF THE INSANITY OF

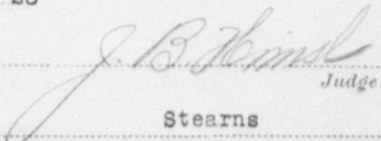
Wallace A. Skay

The above entitled proceeding having been duly commenced by petition, and the said
Wallace A. Skay having been personally before the Court and examined as to his sanity by a Board of Examiners duly appointed by this Court, and the report of said Examiners duly filed herein wherein the said Wallace A. Skay has been found not to be insane.

NOW, THEREFORE, Upon reading and filing said report, and upon all the records and proceedings herein, IT IS HEREBY ADJUDGED AND DETERMINED, and the Court does HEREBY ADJUDGE AND DETERMINE that said Wallace A. Skay is not insane.

WHEREFORE IT IS HEREBY ORDERED AND ADJUDGED That he, the said
Wallace A. Skay be forthwith discharged, and said proceedings dismissed.

Dated June 9th 1926


Judge of Probate.
Stearns County.

7653

State of Minnesota,

City of Sharno

PROBATE COURT

In the Matter of the Insanity of

Wallace A. Key

JUDGMENT OF DISMISSAL

Filed this 9th day of June

19 26

Jacob A. Lohr

Clerk of Probate.

Form prescribed by State Board of Control pursuant to
Sec. 3871, Revised Laws 1905.

002900927

State of Minnesota,

County of Stearns

}

IN PROBATE COURT

EXAMINER'S FEE CLAIM.

In the Matter of the Insanity

of Wallace A. Skay

}

Dr. M. J. Kern

on being first duly sworn, says that

he has a just and true claim against said County for services in the above entitled matter as follows:

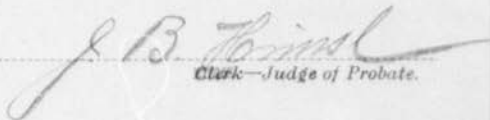
Services as examiner - - - \$5.00

2 mile of necessary travel at 15c per mile \$.30

TOTAL - - - \$ 5.30



Subscribed and sworn to before me, this 9th day of June 19 26.


Clerk—Judge of Probate.

7653

State of Minnesota,
County of Stearns.

PROBATE COURT

IN THE MATTER OF THE

Insanity of
of Wallace A. Stoy

EXAMINER'S FEE CLAIM

Filed this 21st day of

June 1926

Jacob A. Kala
Clerk—Judge of Probate.

002908229

State of Minnesota,

County of Stearns

}

IN PROBATE COURT

EXAMINER'S FEE CLAIM.

In the Matter of the Insanity

of Wallace A. Skay

}

Dr. H. W. Goehrs

on being first duly sworn, says that

he has a just and true claim against said County for services in the above entitled matter as follows:

Services as examiner

\$5.00

2 mile of necessary travel at 15c per mile

\$.30

TOTAL

\$ 5.30

H. W. Goehrs

Subscribed and sworn to before me, this

9th

day of

June

19 26

J. B. Thoms

Clerk—Judge of Probate.

7653

State of Minnesota,

County of Stearns

PROBATE COURT

IN THE MATTER OF THE

Insanity of
of Wallace H. Skoy

EXAMINER'S FEE CLAIM

Filed this 9th day of

June 19 26

James A. Lahr
Clerk—Judge of Probate.

1360 6200
0029 0931

State of Minnesota,

County of Stearns

ss.

IN PROBATE COURT
EXAMINER'S-FEE ORDER

IN THE MATTER OF THE Insanity of

Wallace A. Skay

Dr. H. W. Goehrs

having been duly appointed an examiner in

in the above entitled matter by an order of this Court and having filed his
duly verified claim for fees allowed by law therefor.

Now, therefore, it is hereby ordered and adjudged that the said

Dr. H. W. Goehrs

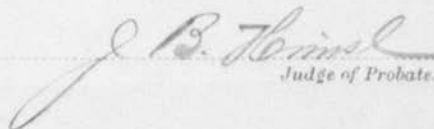
be and he hereby is allowed

---Five and 30/100 ----- Dollars (\$ 5.30

) for his services herein and that
upon filing this order with the Auditor of said County an order for said amount shall be drawn by said
Auditor upon the Treasurer of said County.

Dated June 9th 19 26.

By the Court,


Judge of Probate.

00290932

State of Minnesota,

County of _____

ss.

I, _____ of the Probate Court of said County, do hereby certify that I have compared the within order with the original thereof on file and of record in the Probate office of the County aforesaid, and that the same is a true copy thereof, and of the whole of said original order and record.

In testimony whereof, I have hereunto affixed the seal of the Probate Court of said County, and signed my name this _____ day of _____ 19____.

Clerk—Judge of Probate.

State of Minnesota,

County of *Stearns*

PROBATE COURT

In the Matter of the

Incapacity
of *Walter A. Kay*

Examiner's-Fee Order

B. C. 12 B.

Filed this *9th* day of*June* 19*26**Jaime D. Lalo*
Clerk—Judge of Probate.

State of Minnesota,

County of Stearns

ss.

IN PROBATE COURT
EXAMINER'S-FEE ORDER

IN THE MATTER OF THE Insanity of

Wallace A. Skay

Dr. M. J. Kern

having been duly appointed an examiner in
in the above entitled matter by an order of this Court and having filed his
duly verified claim for fees allowed by law therefor.

Now, therefore, it is hereby ordered and adjudged that the said

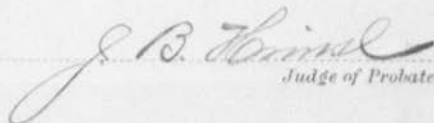
Dr. M. J. Kern

- - Five and 30/100

be and he hereby is allowed
Dollars (\$ 5.30) for his services herein and that
upon filing this order with the Auditor of said County an order for said amount shall be drawn by said
Auditor upon the Treasurer of said County.

Dated June 9th 19 26.

By the Court,


Judge of Probate.

0029 0934

State of Minnesota.

County of

I,

herby certify that I have compared the within order with the original thereof on file and of record in the Probate office of the County aforesaid, and that the same is a true copy thereof, and of the whole of said original order and record.

In testimony whereof, I have hereunto affixed the seal of the Probate Court of said County, and signed my name this

day of

19

Clerk—Judge of Probate.

7653
State of Minnesota,

County of

Stearns

PROBATE COURT

In the Matter of the

Insanity

of Wallace A. Shay

Examiner's-Fee Order

B. C. 12 B.

Filed, this

9th

day of

June

1926

Jacobsen

Clerk—Judge of Probate.

7654

State of Minnesota, }
 County of Stearns } ss.

IN PROBATE COURT

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen
Incompetent.

Petition for Appointment of Guardian
 of Incompetent.

Your petitioner respectfully represents and shows to the court:

I.

That he is a resident of the Town of LeSauk
 in the County of Stearns State of Minnesota and is interested
 in the person and estate of the above named Gertrude Heinen, Incompetent
 in this, to-wit: That he is an uncle of said incompetent

II.

That the above named Gertrude Heinen
 is a resident of the Village of St. Joseph in the
 County of Stearns State of Minnesota, and is
twenty-four years of age.

III.

That said Gertrude Heinen is the owner
 and has possession, of certain personal property, which according to the
 best information of your petitioner consists of her interests in the estate of
Peter G. Heinen, deceased,
 of the total value of Seven hundred (\$700.00) Dollars.

IV.

That the above named Incompetent
one-sixth of
 is the owner of an undivided certain tract ^s or parcel ^s of land lying and being in the County of
being an undivided 2/6 of the interest in the estate of Peter G. Heinen,
Stearns State of Minnesota, which are of the value of deceased.
Thirteen hundred (\$1300.00) Dollars, and the annual rental value
 of which is about the sum of nothing Dollars.

V.

That the above named Gertrude Heinen
 is unable and incompetent to care for and manage her said property
 by reason of the following facts and disabilities, to-wit:

0030 0936

That by reason of impairment of her mental and physical condition, she is unable to care for and manage her property and affairs

VI.

That Mary Heinen
whose Post Office address is St. Joseph, Minnesota
is a suitable and competent person to act as guardian of the estate of said
Gertrude Heinen, Incompetent

WHEREFORE YOUR PETITIONER PRAYS, That the court appoint the said
Mary Heinen, or some other suitable and competent
person, to be the guardian of the person and estate of the said
Gertrude Heinen, Incompetent

and that upon his consent to act and qualify according to law, letters of guardianship be to him issued by the court.

Dated May 9th 19 28.

Philip Faren

Petitioner.

State of Minnesota, }
County of Stearns }

Philip Fasen

being duly sworn, on oath says, that he is the person who makes and signs the foregoing petition; that he has read the said petition and knows the contents thereof; that the said petition is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes it to be true.

Philip Fasen

Subscribed and sworn to before me this 9th day of June 1936.

James A. Lalo

Notary Public, County, Minn.

My Commission Expires 19

CLERK OF THE PROBATE COURT
STEARNS COUNTY, MINNESOTA

CONSENT TO ACT AS GUARDIAN

I, Mary Heinen of the
Village of St. Joseph in the County of Stearns
State of Minnesota, do hereby consent to act as guardian of the person and
estate of Gertrude Heinen, Incompetent during
disability, if appointed such guardian by the court.

Dated June 23 1936

Mary Heinen.

7654

State of Minnesota,
County of *Shelburne*

PROBATE COURT

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen
Inc.

Petition for Appointment of
Guardian of Incompetent

Hearing July 2, 1926
Orders given to Fasan
for service.

Filed this *10th* day of

June 19*26*

Jacob A. Kalk
Clerk—~~Judge~~ of Probate.

State of Minnesota,
County of Stearns } ss.

IN PROBATE COURT

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen

Incompetent
Ward.

ORDER APPOINTING GUARDIAN

The above entitled matter came on to be heard and considered by the Court on the 2nd
day of July 19 26, upon the petition of Philip Fasen

praying that a guardian be appointed of the person and estate of the above named
Gertrude Heinen, Incompetent

and the Court having considered the said petition and evidence adduced in support thereof, and examined
the files and records in said matter, finds the following facts, to-wit:

First—That notice of said hearing on said petition was given as required by law by the service of the
order of this Court for said hearing upon said Gertrude Heinen
personally, more than fourteen days prior to said day of hearing.

Second—That said Gertrude Heinen, Incompetent
is a resident of the Village of St. Joseph in said County of
Stearns State of Minnesota; and is the owner of certain property described
in said petition.

Third—That said Gertrude Heinen, Incompetent
and incompetent to care for and manage her said property by reason of the facts and
disabilities following, to-wit: That by reason of impairment of her mental
and physical condition, she is unable to care for and manage
her property and affairs.

Fourth— (1)

Fifth—That Mary Heinen whose
Post Office address is St. Joseph, Minnesota in the County of
Stearns State of Minnesota, is a suitable person to act as guardian
of said Gertrude Heinen, Incompetent

It is Therefore Ordered, That the said Mary Heinen
 be, and she hereby is, appointed guardian of the person and estate of said
Gertrude Heinen, Incompetent, and that before entering
 upon her duties as such guardian and before letters of guardianship be to her issued she
 take, subscribe and file in this Court the oath by law required and give bond to the Judge of this Court in
 the penal sum of - - - Fifteen Hundred (\$1500.00) - - - - - Dollars,
 with sufficient sureties and conditioned according to law, to be approved by this Court.

(2)

Dated July 2nd 19 26.

J. B. Heinen
 Judge of Probate Court.

conditions and need, if any, as to care, treatment, education, etc., under Section 7443-7444 General
 Statutes 1913.

Note (2) Insert conditions, if any, as to care, treatment, maintenance, education, etc., under Section 7443-7444 General
 Statutes 1913.

7650
 State of Minnesota,

County of Marquette

PROBATE COURT.

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen
 Ward.

Order Appointing Guardian

Filed this 2nd day of
July, 1926, and
 recorded in Book 53 of orders, at
 page 407

Jacob A. Jahn
 Clerk—Judge of Probate.

STATE OF MINNESOTA }
COUNTY OF STEARNS } ss IN PROBATE COURT.

In the Matter of the Estate of }
Gertrude Heinen, Incompetent Ward. } PETITION FOR AMENDED LETTERS
OF GUARDIANSHIP.

Your petitioner represents and alleges that she is the guardian of the person and estate of Gertrude Heinen, the above named incompetent ward, under letter of guardianship heretofore issued to her by the above named Probate Court.

That since said Letters of Guardianship were issued to her she has married and that her true name now is Mary A. Bromenschenkel,

WHEREFORE, Your petitioner prays for the order of this Court amending the Letters of Guardianship to make the name of the guardian read Mary A. Bromenschenkel.

Dated this 4th day of August, 1942.

Mary A. Heinen
Petitioner.

Mary Heinen, being first duly sworn, upon oath says that she is the petitioner named in the foregoing petition; that the said petition is true of her own knowledge, except as to matters therein stated on information and belief, and as to such matters she believes it to be true.

Subscribed and sworn to before me
this 4th day of August, 1942.

John Rustner
John RUSTNER
Notary Public, Stearns County, Minn.
My Commission Expires Feb. 28, 1947.

ORDER

Upon the petition of Mary A. Heinen, guardian of Gertrude Heinen, and it being made to appear that the letters of guardianship should be amended to make the name of the guardian read Mary A. Bromenschenkel,

IT IS HEREBY ORDERED, That the Letters of Guardianship heretofore issued herein be amended to make the name of the guardian read Mary A. Bromenschenkel.

Dated August 4th, 1942.

Ed. S. Sweeney
Judge of Probate

STATE OF MINNESOTA
COUNTY OF STEARNS
IN PROBATE COURT.

IN THE MATTER OF THE GUARDIAN-
SHIP OF GERTRUDE HEINEN,
INCOMPETENT.

PETITION AND ORDER FOR AMENDED
LETTERS OF GUARDIANSHIP.

Filed this 4th day of
August, 1942, and recorded in
Book. 82.....on Page..100.....
thereof.

Frank Senog
Clerk of Probate

State of Minnesota

} ss.

County of Stearns

I hereby certify that on the 11th

seven

day of October in the year of our Lord one thousand nine hundred and thirty- at St. Cloud

in said county, I, the undersigned, a Roman Catholic Priest did join in the holy bonds of Matrimony

according to the laws of this State John M. Bromenschenkel of the County of Stearns

and State of Minnesota and Mary A. Heinen

of the County of Stearns and State of Minnesota, in the presence of

Mrs. Mary T. Heider

} Witnesses

Rev. John O. Denery

Mr. L. N. Heider

P. O. Address St. Cloud

My credentials are recorded in Stearns County, Minnesota.

Filed the 12th day of Oct., 19 37, and duly

recorded in Book 14, Page 23470 of Marriage Licenses.

John L. Dominik

Clerk.

By , Deputy.

State of Minnesota
COUNTY OF STEARNS

} ss.

GENEVIEVE M. SAND,

I, ~~ALBERT W. SCHMITT~~ Clerk of the District Court for the Seventh

Judicial District, and County of Stearns aforesaid, do hereby certify that I have compared the foregoing copy of Marriage Certificate with the original on file in said Clerk's office and that the same is a full and correct transcript therefrom and the filing thereon.

WITNESS, my hand and the seal of said Court, this

Genevieve M. Sand

Clerk.

3rd day of December 19 68

By , Deputy.

0030 0944

State of Minnesota,

IN PROBATE COURT

County of Stearns

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen
Incompetent

LETTERS OF GUARDIANSHIP

To Mary Heinen

Greeting:

WHEREAS, You have been appointed guardian of the person and estate of the above named ward, by the order of this Court, and have duly qualified according to law to act as such guardian;

NOW, THEREFORE, reposing full faith and trust in your competency, ability and integrity, these letters of guardianship are issued to you by the Court, authorizing you to act as the guardian of the person and estate of the above named ward, with full powers, duties and responsibilities incident to such trust according to law, during the disability of said ward, or until the further orders of the Court in the premises.

As such guardian, you are required to make and file in this Court a full and true inventory of all the property and estate of said ward, within three months from the date hereof; to take possession and control of all the property and estate of said ward, both real and personal, and the profits, emoluments and proceeds thereof, and safely keep, care for, manage, conserve, invest, and re-invest the same, as economically as possible; and, so far as necessary, apply the income and profits and personal property thereof to the suitable maintenance and support of said ward and the payment of all the just debts of said ward if the same be sufficient therefor; and if the same be not sufficient, then out of the proceeds of the sale of real estate of said ward, to be made under the license of this Court. And you are also authorized and required to collect, demand, sue for, and receive all debts due said ward, and to represent said ward in all legal proceedings, and to compound debts due said ward, with the consent of this Court, and discharge debtors so compounded with.

YOU ARE FURTHER REQUIRED, at the end of each year of your said trust and at such other times as the Court may require, and at the termination of your said trust, to make and file in this Court full and true accounts, with full itemized statements, of all property received by you and remaining in your hands, of all expenditures and investments made by you, and of what remains in your hands, with full details of the condition and value thereof; and at the termination of your said trust, to turn over and deliver to said ward, or to her legal representatives, all property and estate of said ward then remaining in your hands.

YOU ARE FURTHER REQUIRED,

(1)

WITNESS, The Honorable J. B. Himsl Judge of said
Court, and the seal of said Court, this 13th day of July 1926

COURT
SEAL

J. B. Himsl
Judge of Probate.

NOTE:—(1) If guardian is appointed of the person of ward also, insert provisions for custody, care of, education, etc., according to Sec. 3834, 3835 and 3836, Chap. 74, of Revised Code.

State of Minnesota,

IN PROBATE COURT

County of _____

I, _____ Judge of the Probate Court
of said County, do hereby certify that I have compared the foregoing Letters of Guardianship with the original
records thereof preserved in said Probate Register, and that the same is a true copy of said original and of the
whole thereof.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the Probate
Court of said County, at _____ in said County, this _____ day of

A. D. 19____

Judge of Probate,

of _____ County, Minn.

State of Minnesota,

County of Shannon

PROBATE COURT

In the Matter of the Guardianship of

Gertrude Heinrich

Letters of Guardianship
(Long Form)

Filed this 13th day of July 1926
and recorded in Book _____ of

Letters, Page 21

Robert A. Selby
Judge of Probate.

State of Minnesota, }
 County of Stearns } ss.

IN PROBATE COURT,

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen

Ward.

a m e n d e d
 Letters of Guardianship

To Mary A. Bromenschenkel

Greeting:

Whereas, You have been appointed Guardian of the person and estate of the above named ward, by the order of this Court, and have duly qualified according to law to act as such guardian.

Now Therefore, Reposing full faith and trust in your competency, ability and integrity, these Letters of Guardianship are issued to you by the Court, authorizing you to act as the guardian of the person and estate of the above named Ward, with full powers, duties and responsibilities incident to such trust according to law, during the disability of said Ward, or until the further orders of the Court in the premises.

As such Guardian, you are required to make and file in this Court a full and true inventory of all the property and estate of said Ward, within three months from the date hereof; to take possession and control of all the property and estate of said Ward, both real and personal, and the profits, emoluments and proceeds thereof, and safely keep, care for, manage, and conserve, invest and re-invest the same, as economically as possible; and, so far as necessary, apply the income and profits and personal property thereof to the suitable maintenance and support of said Ward and the payment of all the just debts of said Ward, if the same be sufficient therefor; and if the same be not sufficient, then out of the proceeds of the sale of real estate of said Ward, to be made under the license of this Court. And you are also authorized and required to collect, demand, sue for, and receive, all debts due said Ward, and to represent said Ward in all legal proceedings, and to compound debts due said Ward, with the approval of this Court, and discharge debtors so compounded with.

You are Further Required. At the end of each year of your said trust, and at such other times as the Court may require, and at the termination of your said trust to make and file in this Court full and true, accounts, with full itemized statements, of all property received by you and remaining in your hands, of all expenditures and investments made by you, and of what remains in your hands, with full details of the condition and value thereof; and at the termination of your said trust to turn over and to deliver to said Ward, or to her legal representatives, all property and estate of said Ward then remaining in your hands.

State of Minnesota,

County of Stearns

PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Gertrude Heinen

Incompetent.

Letters of Guardianship

Long Form

Filed this 4th day of
August, 19 42, and
recorded in Book of Letters,

Page 1

Frank Herzog

Clerk of Probate.

No. 3624*

Witness the Honorable,

E. J. Ruegemer

Judge of said Court, and the seal of said Court this

4th

day of

August

, 19 42

E. J. Ruegemer

Judge of Probate.

Note: (1) If guardian is appointed of the person of Ward also, insert provisions for custody, care of, education, etc., according to Sec. 7442, 7443, and 7444, Chapter 74 General Statutes of Minnesota, 1913.

Monetary Return Required

(1)

84600600

STATE OF MINNESOTA,

County of Stearns

} ss.

IN PROBATE COURT

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen

Incompetent Ward

AMENDED

Letters of Guardianship

To Mary Bromenschenkel, formerly Mary Heinen

Greeting:

WHEREAS, You have been appointed Guardian of the person and estate of the above named ward....., by the order of this Court, and have duly qualified according to law to act as such guardian.

NOW THEREFORE, Reposing full faith and trust in your competency, ability and integrity, these Letters of Guardianship are issued to you by the Court, authorizing you to act as the guardian of the person and estate of the above named Ward....., with full powers, duties and responsibilities incident to such trust according to law, during the disability of said Ward....., or until the further orders of the Court in the premises.

As such Guardian, you are required to make and file in this Court a full and true inventory of all the property and estate..... of said Ward....., within one month from the date hereof; to take possession and control of all the property and estate..... of said Ward....., both real and personal, and the profits, emoluments and proceeds thereof, and safely keep, care for, manage, and conserve, invest and re-invest the same, as economically as possible; and, so far as necessary, apply the income and profits and personal property thereof to the suitable maintenance and support of said Ward..... and the payment of all the just debts of said Ward....., if the same be sufficient therefor; and if the same be not sufficient, then out of the proceeds of the sale of real estate of said Ward....., to be made under the order of this Court. And you are also authorized and required to collect, demand, sue for, and receive, all debts due said Ward....., and to represent said Ward..... in all his or her affairs, and to compound debts due said Ward....., with the approval of this Court, and discharge debtors so compounded with.

YOU ARE FURTHER REQUIRED, At the end of each year of your said trust, and at such other times as the Court may require, and at the termination of your said trust to make and file in this Court full and true accounts, with full itemized statements, of all property received by you and remaining in your hands, of all expenditures and investments made by you, and of what remains in your hands, with full details of the condition and value thereof; and at the termination of your said trust to turn over and to deliver to said Ward....., or to..... her..... legal representatives, all property and estate..... of said Ward..... then remaining in your hands.

Any Are Further Required

(1)

Witness the Honorable John Lang

Judge of said Court, and the seal of said Court this 3rd day of December, 1968,

John Lang
Judge of Probate

Note (1) If guardian is appointed of the person of Ward also, insert provisions for custody, care of, education, etc., according to Secs. 7412, 7443 and 7444, Chapter 74, General Statutes of Minnesota, 1913.



STATE OF MINNESOTA,

County of _____

ss.

IN PROBATE COURT

I, _____, Judge of the Probate Court, in and for said County, and State aforesaid, do hereby certify that I have compared the within and foregoing paper writing with the original Letters of Guardianship in the matter therein entitled, now remaining of record in my office, and that the same is a true and correct copy of said original, and the whole thereof, and that at the date hereof said Letters were in full force and effect.

WITNESS, my hand and seal of said Court, at _____ this

day of _____, A. D. 19 _____

Probate Judge

STATE OF MINNESOTA,

County of Stearns

PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Gertrude Heinen,
Incompetent Ward,
AMENDED

Letters of Guardianship

LONG FORM

Filed this 3rd day of
December, 1968, and
recorded in Book _____ of Letters,
Page 565

William H. Hulse
Clerk - Judge of Probate

No. 6648

State of Minnesota,
County of Stearns } ss.

IN PROBATE COURT,

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen

Ward.

AMENDED
Letters of Guardianship

To Mary A. Bromenschenkel

Greeting:

Whereas, You have been appointed Guardian of the person and estate of the above named ward, by the order of this Court, and have duly qualified according to law to act as such guardian.

Now Therefore, Reposing full faith and trust in your competency, ability and integrity, these Letters of Guardianship are issued to you by the Court, authorizing you to act as the guardian of the person and estate of the above named Ward, with full powers, duties and responsibilities incident to such trust according to law, during the disability of said Ward, or until the further orders of the Court in the premises.

As such Guardian, you are required to make and file in this Court a full and true inventory of all the property and estate of said Ward, within three months from the date hereof; to take possession and control of all the property and estate of said Ward, both real and personal, and the profits, emoluments and proceeds thereof, and safely keep, care for, manage, and conserve, invest and re-invest the same, as economically as possible; and, so far as necessary, apply the income and profits and personal property thereof to the suitable maintenance and support of said Ward and the payment of all the just debts of said Ward, if the same be sufficient therefor; and if the same be not sufficient, then out of the proceeds of the sale of real estate of said Ward, to be made under the license of this Court. And you are also authorized and required to collect, demand, sue for, and receive, all debts due said Ward, and to represent said Ward in all legal proceedings, and to compound debts due said Ward, with the approval of this Court, and discharge debtors so compounded with.

You are Further Required. At the end of each year of your said trust, and at such other times as the Court may require, and at the termination of your said trust to make and file in this Court full and true, accounts, with full itemized statements, of all property received by you and remaining in your hands, of all expenditures and investments made by you, and of what remains in your hands, with full details of the condition and value thereof; and at the termination of your said trust to turn over and to deliver to said Ward, or to her legal representatives, all property and estate of said Ward then remaining in your hands.

State of Minnesota,

County of Stearns

PROBATE COURT

IN THE MATTER OF THE ESTATE OF

Gertrude Heinen
Incompetent.

Letters of Guardianship

Long Form

Filed this 4th day of
August, 19 42, and
recorded in Book 6 of Letters,
Page 509.

Frank Herzog
Clerk—~~Judge~~ of Probate.

No. 3624*

Witness the Honorable, E. J. Ruegemer
Judge of said Court, and the seal of said Court this 4th
August, 19 42, day of
E. J. Ruegemer
Judge of Probate.

Note: (1) If guardian is appointed of the person of Ward also, insert provisions for custody, care of, education, etc., according to Sec. 7442, 7443, and 7444, Chapter 74, General Statutes of Minnesota, 1913.

Minnesota Northern Register

(1)

2580 0000

STATE OF MINNESOTA)
COUNTY OF STEARNS) ss.

IN PROBATE COURT

IN THE MATTER OF THE GUARDIANSHIP OF

Gertrude Heinen, Incompetent

PETITION

Comes now, Mary Heinen, the petitioner herein and she alleges and respectfully shows to the Court as follows:

I.

That she is the duly appointed, qualified and acting Guardian of the Guardianship Estate of Gertrude Heinen, Incompetent.

II.

That as such Guardian, she has in her possession evidences of indebtedness, the same being in the nature of a note secured by a real estate mortgage given by one John Sauer; that the interest of this incompetent ward in said real estate mortgage is the sum of Two Thousand Six Hundred Sixty-six and 66/100 (\$2,666.66) Dollars and some accumulated interest; that the mortgagor, John Sauer, is desirous of making a loan on his farm in order to pay off said mortgage and other indebtedness; that he has made application for such loan to the Federal Land Bank; that his application has been approved for a maximum amount; that your petitioner, Mary Heinen, has been informed that she would receive the sum of Two Thousand Two Hundred and No/100 (\$2,200.00) Dollars from said loan in payment of the amount of Two Thousand Six Hundred Sixty-six and 66/100 (\$2,666.66) Dollars and some accrued interest, the amount due the said Gertrude Heinen, incompetent, from the said John Sauer.

III.

Your Petitioner, Mary Heinen, has given this matter serious consideration and is under the impression and belief that it is for the best interest of her ward, Gertrude Heinen, incompetent, to accept the sum of Two Thousand Two Hundred and No/100 (\$2,200.00) Dollars as payment in full of the amount due said ward from the said John Sauer if said amount can be paid within a reasonable time,

as your petitioner verily believes that it is uncertain under present conditions whether or not the Estate would benefit or profit by refusing said amount of Two Thousand Two Hundred and No/100 (\$2,200.00) Dollars if the same were paid in cash at this time, and that she believes it for the best interest of the Estate to accept said amount at this time.

WHEREFORE, this petitioner asks leave and the permission of this Court to accept the sum of Two Thousand Two Hundred and No/100 (\$2,200.00) Dollars as payment in full of the amount of Two Thousand Six hundred Sixty-six and 66/100 (\$2,666.66) Dollars, and to invest the said Two thousand Two hundred and No/100 (\$2,200.00) in Government Bonds or such other security as the Court might suggest and that this petitioner when she makes her annual or final account will be given credit in full for the amount due said Guardianship Estate from said John Sauer, and that this Court will make its order permitting this petitioner to accept said amount as pay full as herein above set out.

Mary Heinen.
Guardian of Gertrude Heinen, Incompetent

STATE OF MINNESOTA }
 } ss.
COUNTY OF STEARNS)

Mary Heinen, being first duly sworn, deposes and says that she is the petitioner in the above entitled petition; that she has read the contents thereof, and that the same is true, except as to those matters therein stated on information and belief, and as to those matters she believes to be true.

Mary Heinen
Petitioner

Subscribed and sworn to before me, this 2nd day of October, 1934.

J. B. Hennick
Notary Public, Stearns Co., Minnesota
My Commission Expires June 26, 1938.

7654
State of Minnesota
County of Hennepin
In Probate Court

In the matter of
the Guardianship of
Gertrude Heinecke
Incompellant.

Petition

FILED THIS 2nd DAY
OF October A.D. 1934

Elinor Emery

Clerk of Probate

STATE OF MINNESOTA }
COUNTY OF STEARNS } SS

PROBATE COURT

In the Matter of the Guardianship }
of Gertrude Heinen, Incompetent }

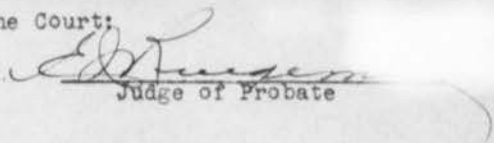
ORDER

This matter came duly before the Court on the application of Mary A. Bromenschenkel, guardian of the above named incompetent for an order of this Court authorizing her as such guardian of said incompetent to expend the sum of Twenty-five and no/100 (\$25.00) Dollars for clothing for said incompetent, and the Court having duly heard and considered the matter and being fully advised ^{of} the premises,

IT IS ORDERED, That said guardian be and she is hereby authorized to expend the sum of Twenty-five and no/100 (\$25.00) Dollars for clothing for said incompetent.

Dated this 17th day of October, 1944.

By the Court:


Judge of Probate

File No. 7654

STATE OF MINNESOTA
COUNTY OF STEARNS

PROBATE COURT

IN THE MATTER OF THE GUARDIAN-
SHIP OF GERTRUDE HEINEN,

INCOMPETENT.

ORDER

Filed this 17th day of
October, 1944, and
Recorded in Book. 43.
Page...556

Frank H. Hering
Clerk of Probate

756000000

STATE OF MINNESOTA }
COUNTY OF STEARNS } ss. IN PROBATE COURT.

In the Matter of the Guardianship }
of Gertrude Heinen, Incompetent } ORDER AUTHORIZING COMPROMISE
SETTLEMENT

Mary Heinen, guardian of Gertrude Heinen, incompetent, petitioned this Court for approval to accept Twenty-two hundred (\$2200.00) Dollars as a compromise settlement and payment of a note of Two thousand six hundred sixty-six and 66/100 (\$2666.66) Dollars, plus some accrued interest, given to her as guardian by one John Sauer.

The Court is informed that the amount of Two thousand six hundred sixty-six and 66/100 (\$2666.66) Dollars was the share of said Gertrude Heinen in the estate of her father Peter G. Heinen. That John Sauer bought the farm from the representative and gave a mortgage for Eight thousand (\$8000.) Dollars. That Mary Heinen took said mortgage in her own name and gave other heirs her individual notes. That said John Sauer endeavors to make a Federal Land Bank loan but cannot get sufficient money to pay the full amount of the share coming to Gertrude Heinen, ward above named, as heretofore set out.

The Court believes it is for the best interests of the estate of said ward that the sum of twenty-two hundred (\$2200.) Dollars be accepted in full payment of the indebtedness from John Sauer to said guardian, Mary Heinen, and indirectly as above indicated to Gertrude Heinen, Incompetent.

IT IS THEREFORE ORDERED, That Mary Heinen be, and she hereby is authorized to accept the sum of twenty-two hundred (\$2200.) Dollars in full satisfaction of said indebtedness to the extent of two thousand six hundred sixty-six and 66/100 (\$2666.66) Dollars together with accrued interest.

Dated at St. Cloud, Minnesota, this 2nd day of October, 1934.


Judge of Probate

No. 7654

State of Minnesota
STEARNS COUNTY
PROBATE COURT

ESTATE OF

Gertrude Heinen
Incompetent Deceased.

ORDER AUTHORIZING COMPROMISE
SETTLEMENT.

Filed this 2nd day of
October, 1934, and recorded
in Book "44" on page 4124
thereof.

Edmund Enderle
Clerk of Probate.

6560 0959

STATE OF MINNESOTA }
COUNTY OF STEARNS } ss. IN PROBATE COURT.

In the Matter of the Guardianship }
of Gertrude Heinen, Incompetent } ORDER AUTHORIZING COMPROMISE
SETTLEMENT

Mary Heinen, guardian of Gertrude Heinen, incompetent, petitioned this Court for approval to accept Twenty-two hundred (\$2200.00) Dollars as a compromise settlement and payment of a note of Two thousand six hundred sixty-six and 66/100 (\$2666.66) Dollars, plus some accrued interest, given to her as guardian by one John Sauer.

The Court is informed that the amount of Two thousand six hundred sixty-six and 66/100 (\$2666.66) Dollars was the share of said Gertrude Heinen in the estate of her father Peter G. Heinen. That John Sauer bought the farm from the representative and gave a mortgage for Eight thousand (\$8000) Dollars. That Mary Heinen took said mortgage in her own name and gave other heirs her individual notes. That said John Sauer endeavors to make a Federal Land Bank loan but cannot get sufficient money to pay the full amount of the share coming to Gertrude Heinen, ward above named, as heretofore set out.

The Court believes it is for the best interests of the estate of said ward that the sum of twenty-two hundred (\$2200.) Dollars be accepted in full payment of the indebtedness from John Sauer to said guardian, Mary Heinen, and indirectly as above indicated to Gertrude Heinen, Incompetent.

IT IS THEREFORE ORDERED, That Mary Heinen be, and she hereby is authorized to accept the sum of twenty-two hundred (\$2200.) Dollars in full satisfaction of said indebtedness to the extent of two thousand six hundred sixty-six and 66/100 (\$2666.66) Dollars together with accrued interest.

Dated at St. Cloud, Minnesota, this 2nd day of October, 1934.

(Seal)

Paul Ahles
Judge of Probate

Copy
No. 7654

State of Minnesota
STEARNS COUNTY
PROBATE COURT

ESTATE OF

Gertrude Heinen
Incompetent Deceased.

ORDER AUTHORIZING COMPROMISE
SETTLEMENT.

Filed this 2nd day of
October, 1934, and recorded
in Book.....on page.....
thereof.

Elinor Enderle
Clerk of Probate.

1996000000

State of Minnesota,

County of Stearns

IN PROBATE COURT.

IN THE MATTER OF THE ESTATE OF

BOND

Gertrude Helson

Know all Men by these Presents, That we
of the Town of St. Joseph

Mary Helson

, as principal,

and St. Cloud Guaranty Trust Company (a corporation)

a corporation organized under the laws of the State of Minnesota
and holding the certificate of the Insurance Commissioner of the State of Minnesota showing that it is
authorized to contract as surety upon bonds in said State of Minnesota, as surety, are held and firmly
bound unto J. B. Himes

as Judge of Probate of the County of
Stearns

Minnesota, in the sum of Fifteen Hundred and No/100
Dollars, lawful money of the United States, to be paid to said Judge of Probate, or his successor in
office; for which payment well and truly to be made, we bind ourselves and each of our heirs, executors,
administrators, successors, and assigns, firmly by these presents.

The Condition of this Obligation is Such, That if the above bounden

Mary Helson

, who has been appointed repre-

sentative of the estate of the above named, Gertrude Helson shall well and
faithfully discharge all the duties of her trust as representative of said estate according to
law, then this obligation shall be void; otherwise it shall remain in full force and virtue.

In Witness Whereof, Said principal has hereunto affixed her hand and seal;
and the said surety has caused these presents to be signed by its Secretary

and its corporate seal to be hereto attached by authority of its Board
of Directors, this 13 day of July, 1926

Signed, Sealed and Delivered in Presence of

[Signature]
L. E. Pongrutt

[Signature] (Seal)
[Signature] (Seal)

St. Cloud Guaranty Trust Co.
By *[Signature]*

ACKNOWLEDGMENT OF PRINCIPAL.

State of Minnesota,

County of Stearns

On this 13 day of July, 1926, before me personally
appeared Mary Helson, to me well known
to be the person who executed the foregoing bond as principal, and she acknowledged
that she executed the same for the uses and purposes herein expressed as her free act and
deed.

Notary Public,

[Signature] Stearns County, Minnesota.

My Commission Expires

[Signature]

1926

R. A. Himes

ACKNOWLEDGMENT OF SURETY.

Notary Public, Stearns County, Minn.
My Commission Expires April 1st, 1927

State of Minnesota,

County of Stearns

On this 13 day of

July

1926

, before me appeared J. A. Henry (Secretary)

, to me personally known, who being by me

duly sworn, did say that He is Secretary
of St. Cloud Guaranty Trust Company, a corporation; that the seal affixed
to the foregoing instrument is the corporate seal of said corporation, and that said instrument was exe-
cuted in behalf of said corporation by
by authority of its Board of
Directors; and the said J. A. Henry Secretary of St. Cloud Guaranty Trust Co.
acknowledged said instrument to be the free act and deed of said corporation.

Notary Public,

[Signature] Stearns County, Minnesota.

My Commission Expires

[Signature]

1926

R. A. Himes

Notary Public, Stearns County, Minn.
My Commission Expires April 1st, 1927

APPROVAL.

I hereby approve the within bond and the surety thereon, this 13th day of

July

1926.

J. B. Hennel

Probate Judge

OATH OF REPRESENTATIVE.

State of Minnesota,

County of Stearns

I, Mary Heinen

do swear that I will faithfully and justly perform all the duties of the office and trust which I now assume as Representative of the

of the above named Gertrude Heinen

to the best of my ability and according to law, so help me God.

Mary Heinen

Subscribed and sworn to before me this 13

day of July, 1926.

J. B. Hennel

Notary Public & Treasurer, County, Minnesota.

My Commission Expires April 10, 1933

R. A. WHEEL

Notary Public, Stearns County, Minn.
My Commission Expires April 10th, 1933.

State of Minnesota,

County of Stearns

PROBATE COURT.

In the Matter of the Estate of

Gertrude Heinen
Decedent.

Bond and Oath of Representative

(SURETY COMPANY FORM)

Filed the 13th day of
July, 1926, and said
bond recorded in Book "9" of

Bonds, page 25 of Probate
Records.

Jacob A. Lohr
Clerk-Judge of Probate.