DEED TO RESTRICTED INDIAN LAND

THIS INDENTURE, Made and entered into this 10th day of July, one thousand nine hundred and ninety, by and between Rebecca E. Ninham, a widow,

of Oneida, Wisconsin, party of the first part, and The United States of America in trust for

Harold Roy Ninham, Sr., an Oneida Indian

of Milwaukee, Wisconsin, party of the second part:

WITNESSETH, That said party of the first part, for and in consideration of the sum of

One dollar ($1.00) and other valuable consideration-

in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in

Brown County, State of Wisconsin

on the Oneida Indian Reservation, to wit:

A parcel of land in Claim 178, Section 34, Township 24 North, Range 19 East, 4th P.M., Wisconsin, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 34, thence north on the section line 212.81 feet to the POINT OF BEGINNING; thence N. 57°26'W. 220 feet to a point; thence S. 32°34'W., 60.0 feet to a point; thence N. 57°26'W., to the thread of Duck Creek; thence northerly and easterly along the thread of Duck Creek to a point that is N. 63°30'W., of a point 209.4 feet north of the point of beginning and along the east line of said section 34; thence S. 63°30'E., to a point on the east line of said Section 34; thence south on the east line of said Section 34; 209.4 feet to the Point of Beginning, containing 2.14 acres, more or less, subject to all valid existing rights of way of record, and reserving to the party of the first part, a life estate in said lands.

This conveyance is made pursuant to the provisions of the Act of June 18, 1934 (48 Stat., 984), together with all the improvements thereon and the appurtenances thereunto belonging. And the said party of the first part, for herself and her heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said party of the second part, its successors and assigns, that she will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under herself only.

To have and to hold said described premises unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, That said party of the first part has hereunto set her hand

and seal the day and year first-above written.

WITNESSES:

Rebecca E. Ninham

Sharon House Cornelius

[SEAL]

[SEAL]

[SEAL]
Acknowledgments must be in accordance with the forms prescribed by the State in which the land is situated.

STATE OF: [Wisconsin]  
COUNTY OF: [Beloit]

BE IT REMEMBERED, That on this 10th day of July, A.D. 1990, before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Rebecca E. Higham, a widow, of Oconto, Wisconsin, who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinafore written.

[Signature]

Notary Public

[Seal]

My commission expires November 3, 1991

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
Great Lakes Agency, Ashland, WI

The within deed is hereby approved: The within deed is hereby approved under Delegations of Authority: 209 DM 8, 230 DM 3, and the Addendum to 10 BIAM dated April 4, 1990.

Date: 9/21/90

[Signature]

Robert R. Fager
Superintendent

The within deed is recorded in the Bureau of Indian Affairs in Volume __________, Page __________, Inhered Indian Land Deed Book.

This instrument was drafted by the Great Lakes Agency, Ashland, Wisconsin.
CERTIFICATION

This is to certify that the attached deed between Rebecca E. Ninham

and The United States of America in trust for Harold Roy Ninham, Sr.,

dated July 10, 1990, within the Onsida

Reservation is in conformity with existing laws and regulations.

All realty records have been examined as to description, ownership, and proper identification of grantor/grantee.

Conformity extends to and included all supporting documents and other material as may be specified and required in the Code of Federal Regulations.

Carole A. Kraft, Realty Specialist
Bureau of Indian Affairs
Great Lakes Agency
Ashland, Wisconsin 54806

DATE: 9/24/89
CAUTION!
Positively no papers to be added to or taken from this file, except by an employee of the Mails and Files Division.
The Honorable

The Secretary of the Interior.

My dear Mr. Secretary:

There are transmitted herewith two deeds, abstract of title, and related papers covering approximately 16 acres of land proposed to be purchased from John A. Skenandore for himself and as special guardian of Vera Dorothy, Benjamin E., Burton, Leroy, Donald, and Horace Skenandore, minor heirs of Helen E. Skenandore, deceased, as a part of the Oneida 1940 Expendable land acquisition project. The agreed purchase price is to be that amount sufficient only to discharge all outstanding encumbrances and cover the cost of conveying valid title to the United States but in no event to exceed the appraised valuation of $450. The purchase is being made under authority contained in section 5 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984) with funds made available by the act of May 10, 1939 (53 Stat. 696).

In a title opinion dated September 13, 1940 (M. 50892) the Acting Solicitor for the Department pointed out certain defects in the title. It appears that the vendors have complied with all requirements, it being understood that certain encumbrances could not be satisfied until payment of the consideration is authorized.

It is therefore recommended that the purchase be approved if title is now found to be satisfactory on recommendation by the Solicitor’s Office, subject to—

1. Release of record of the mortgage dated December 2, 1910 recorded January 6, 1911 at 115 Moses, 962, in Brown County records.

2. Obtaining and recording a quitclaim deed from Joannes Bros. Company.


4. Payment of $104.25 to Michael Burns, attorney.

5. Payment of $8.25 to the Green Bay Abstract Company.
6. Payment of $2.50 to the Register of Deed of Brown County.

7. Payment of all recording and abstracting fees incident to bringing the abstract up to date.

Sincerely yours,

Enclosure 2810669

DATED OF THE INTERIOR
Office of the Solicitor

Title reexamined and found satisfactory subject to the above conditions, with the exception of recording fees at item No. 6, which appear to have been paid and included in item No. 4.

For the Solicitor,

Assistant Solicitor.

DEPARTMENT OF THE INTERIOR
Office of the Solicitor

Purchase approved as recommended. 1941

Acting Assistant Secretary.
This Indenture, Made by JOANNES BROTHERS COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, of Brown County, Wisconsin, hereby quit-claims to THE UNITED STATES OF AMERICA IN TRUST FOR THE OXELA TRIBE OF INDIANS IN WISCONSIN, grantee, of County, Wisconsin, for the sum of THREE HUNDRED FORTY-NINE AND 22/100 DOLLARS ($349.22).

the following tract of land in Brown County, State of Wisconsin:

The South fifteen (15) Acres of Claim 193, Section thirty-five (35), Township Twenty-Four (24) North, Range Nineteen (19) East, containing 15 acres, more or less,

In Witness Whereof, the said grantor, has caused these presents to be signed by H. V. Joannes, its President, and countersigned by H. A. Macpherson, Secretary at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed.

This 18th day of August, A.D. 1941.

Signed and Sealed in Presence of

[Signature]

State of Wisconsin

Countty of Brown

Personally came before me this 18th day of August, A.D. 1941,

H. V. Joannes President, and H. A. Macpherson Secretary

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

[Signature]

Notary Public, Brown County, Wis.

My Commission expires

A.D. 1942.
State of Wisconsin, County Court, in and to the real estate hereinafter described,

WHEREAS, On application to the County Court of Brown County, Wisconsin, to sell all right, title and interest of Vera Dorothy Skenandore, Benjamin E. Skenandore, Burton Skenandore, Leroy Skenandore, Donald Skenandore, and Horace Skenandore, (insert "Minor....." or "Incompetent.....")
such proceedings were had that the undersigned was duly authorized as special guardian to proceed in said matter; and whereas, the undersigned, as such guardian, has done or caused to be done all things necessary and required to be done by law in such cases made and provided, before conveyance of such real estate may be made; and whereas, the undersigned, John A. Skenandore, as such guardian, was duly authorized by order of Court herein dated on the 26th day of February, 19.41., to execute, acknowledge and deliver to United States of America in trust for the Oneida Tribe of Indians in Wisconsin deed of conveyance of all the right, title and interest of said minors in and to said real estate; (insert "Minor....." or "Incompetent.....")

NOW, THEREFORE, I, the said John A. Skenandore, by authority of the Court above named and in my capacity as such guardian, in consideration of the premises and of Ten ($10.00) Dollars and other valuable consideration, do hereby grant and convey unto the said United States of America in trust for the Oneida Tribe of Indians in Wisconsin all the right, title and interest of the said Vera Dorothy Skenandore, Benjamin E. Skenandore, Burton Skenandore, Leroy Skenandore, Donald Skenandore and Horace Skenandore, (insert "Minor....." or "Incompetent.....")
in Brown County, Wisconsin, to wit, South Fifteen (15) acres of Claim 193, Section Thirty-five (35), Township Twenty-four (24), North Range Nineteen (19) East.
WITNESS the hand and seal of said..... John A. Skenandore.... Guardian aforesaid, this
26th day of February, 1941.

Presence of

(Seal)

John A. Skenandore

as special Guardian of
(minor... or "Incompetent...")

Vera Dorothy, Benjamin E., Burton, Leroy, Donald and Horace Skenandore

STATE OF WISCONSIN,

Outagamie County.

Personally coming before me this 26th day of February, 1941, A.D. 1941,
the above-named John A. Skenandore... Guardian, to me known to be the person who executed
the foregoing instrument, and acknowledged that he executed the same by virtue of the authority aforesaid.

Notary Public. Outagamie County, Wisconsin
Ly commission expires Mar 30, 1941.
This indenture, Made this 28th day of February A.D. 1941, between John A. Sklenard of the Town of Hobart, Brown County, Wisconsin, and United States of America in Trust for the Oneida Tribe of Indians in Wisconsin.

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of One ($1.00) Dollar and other valuable consideration EXCEPTED to the sum in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quit-claimed, and by these presents do give, grant, bargain, sell, remise, release and quit-claim unto the said part Y of the second part, and to its successors and assigns forever, the following described real estate, situated in the County of Brown, State of Wisconsin, to wit: South Fifteen (15) acres of Claim 133, Section Thirty-five (35), Township Twenty-four (24), North Range Nineteen (19) East.

Take and is given for the purpose of releasing and quit claiming to the second part, its successors and assigns, any and all right, title and interest the first party may have in the above described land as tenant of Helen E. Sklenard, who deceased intestate on December 2, 1951, the said Helen E. Sklenard having died seized of the above described land and having left issue of the marriage between the first party and his said wife, namely, six children as follows: Vera Dorothy, Benjamin E., Turton, Leroy, Donald and Horace Sklenard.

This 28th day of February A.D. 1941, I, Michael Burns, personally came before me, the above named John A. Sklenard, to make and sign the above instrument and acknowledged the same.

Notary Public, Outagamie County, Wis. My commission expires December 22 A.D. 19...
CAUTION!
Positively no papers to be added to or taken from this file, except by an employee of the Mails and Files Division.
The Honorable
The Secretary of the Interior.  

My dear Mr. Secretary:

There are transmitted herewith deeds, abstract of title and related papers covering approximately 25.50 acres of land proposed to be purchased from the heirs of Joshua Skemondore, deceased, as a part of the Oseida 1940 Expendable land acquisition project. The consideration to be paid is that amount sufficient only to discharge all outstanding encumbrances and cover the cost of conveying title to the United States but in no event to exceed the appraised valuation of $1,445.

The purchase is being made under authority contained in section 5 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), with funds made available by the act of May 10, 1939 (53 Stat. 685--696).

The land was originally offered for sale to the United States by Joshua Skemondore. The offer was formally accepted by the Government on September 15, 1939. To carry out the terms of the contract, Florence Arndt, special administrator of the estate of Joshua Skemondore, deceased, has executed a deed. The heirs of the decedent have also executed a quitclaim deed.

In a memorandum title opinion dated April 30, 1940, certain defects in the title were pointed out and discussed. The vendors have attempted to comply with all requirements set forth in the title opinion.

It is therefore recommended that the purchase be approved if title is now found to be satisfactory on recommendation by the Solicitor's Office, subject to--

2. Payment of Old Age Assistance Items for assistance granted to Joshua Skendore, Christine Skendore, and Mary Skendore.

3. Payment of all taxes due and exigible and obtaining from the proper taxing officials certificates of redemption covering all tax sales and receipts for payment of taxes.

4. Payment of $111.35 to Michael Burns, attorney, for legal services rendered and funds advanced for the purpose of perfecting title.

5. Payment of $12.90 to the Green Bay Abstract Company for services rendered.

6. Payment of $80.00 to Florence Arndt for administratrix fee.

7. Payment of $15.00 to Donald Gleason, attorney, for legal services rendered.

8. Payment of all recording fees, cost of continuation of abstract, and incidental fees.

Sincerely yours,

Enclosure 2890627

DEPARTMENT OF THE INTERIOR
Office of the Solicitor

Title examined and found satisfactory subject to the above-mentioned conditions.

For the Solicitor,

[Signature]

Assistant Solicitor

2
DEPARTMENT OF THE INTERIOR
Office of the Secretary

Purchase approved as recommended. MAY 16 1941

Oscar L. Chapman
Assistant Secretary

Aberdeen
RECORD
AREA OFFICE
Aug 8, 1941
9:19
KNOW ALL MEN BY THESE PRESENTS, THAT,
(Also known as Joshua Skenandooh)
WHEREAS, Joshua Skenandooh, deceased, late of Brown
County, Wisconsin, died in his lifetime on the 28th day of
September, 1938, execute in writing an offer to sell lands here-
inafter described to the United States of America in Trust for
the Oneida Tribe of Indians in Wisconsin, which offer, by reason
of subsequent acceptance by the Secretary of the Interior of the
United States, became a binding contract for the purchase and
sale of said land according to the terms and conditions of the
said offer; and

WHEREAS, on the 30th day of October, 1940, the undersigned, special administratrix of the estate of said Joshua
Skenandooh, deceased, was, by order of the County Court of Brown
County duly made as required by law, duly authorized and directed
to execute and deliver a conveyance of said real estate to said
United States of America in Trust for the Oneida Tribe of Indians
in Wisconsin.

NOW, THEREFORE, in consideration of the premises and
for the sum of Ten ($10.00) Dollars and other valuable consider-
ation heretofore paid by said United States of America in Trust
for the Oneida Tribe of Indians in Wisconsin, for said estate
pursuant to the terms of said contract arising by reason of the
aforementioned offer to sell and subsequent acceptance thereof,
the undersigned, Florence Arndt, as special administratrix of
the estate of Joshua Skenandooh, deceased, does hereby grant
and convey to the United States of America in Trust for the
Oneida Tribe of Indians in Wisconsin, its successors and assigns
forever, all of the right, title and interest of the said Joshua
Skenandooh, deceased, in and to the said real estate described
as follows:
The South Twenty-five acres of the Northeast Quarter
(NE¼) of the Southwest Quarter (SW¼)
of Section Eleven (11), Township Twenty-three
(23) North Range Nineteen (19) East; and the
North One Rod of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Eleven (11), Township Twenty-three (23) North Range Nineteen (19) East.

WITNESS the hand and seal of the said Florence Arndt, special administratrix aforesaid, this 4th day of November, 1940.

IN THE PRESENCE OF:  

[Signature]

[Seal]

As special administratrix of the estate of Joshua Skenandore, deceased.

STATE OF WISCONSIN)

OUTAGAMIE COUNTY )

Personally came before me this 4th day of November, 1940, the above named Florence Arndt, special administratrix of the estate of Joshua Skenandore, deceased, to me known to be the person who executed the foregoing instrument and acknowledged she executed the same in virtue of the authority aforesaid.

[Signature]

Notary Public, Outagamie County, Wis. My commission expires Dec. 29, 1940.
WITNESSETH: That the said part of the first part, for and in consideration of the sum of One thousand seven hundred nine dollars and 00/100(1,709.00)...........

The 2/3 of 1/4 of Section 14, and the 2/3 of 1/4 of Section 15, all in Township 23 North, Range 19 East. Containing 80 acres of land.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part for the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

AND THE SAID Josephine Skeneandoe and David O. Skeneandoe, her husband,

for their heirs, executors and administrators, do, covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensailing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, waste all and every part or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 15th day of October 1942.

Signed and Sealed in the presence of:

Alfred K. Hildreth

State of Wisconsin

County

This 15th day of October 1942.
The Honorable,

The Secretary of the Interior.

My dear Mr. Secretary:

Transmitted herewith are deed, abstract of title, and related papers, covering the purchase of 80 acres of land from Josephine Skanadore and David O. Skanadore, her husband, in connection with the Osemia 1942 Contractual land acquisition project. The consideration was that amount sufficient only to cover the cost of clearing and conveying title to the land to the United States.

This purchase was made under authority contained in the Act of June 18, 1934 (48 Stat. 964) with funds made available by the Act of July 2, 1942 (Public Law 645 - 77th Congress, Second Session).

In a title opinion dated December 16, 1942 (U.S.10147), certain defects in the title were pointed out and discussed. It is believed that such defects have now been removed.

It is, therefore, recommended that the purchase be approved if title is now found to be satisfactory on recommendation by the Solicitor's Office.

Sincerely yours,

[Signature]

Enclosure 2564

DEPARTMENT OF THE INTERIOR
Office of the Solicitor

Title reexamined and found satisfactory.

For the Solicitor,

[Signature]

DEPARTMENT OF THE INTERIOR
Office of the Secretary

Purchase approved as recommended.

[Signature]

A Certified True Copy

[Signature]

Date: August 25, 1943

Bureau of Indian Affairs, Wash., D.C.
The Secretary of the Interior:

In accordance with the request from the Office of Indian Affairs, an application has been made of the title data relating to 60 acres of land, more or less, on Tract No. 43, Oameca 1942 contractual land acquisition project, in Brown County, Wisconsin. This land is to be acquired for a consideration of an amount sufficient only to discharge the outstanding liens and encumbrances and to cover cost of conveying title to the United States, estimated to be approximately $1,800, but in no event to exceed the appraised value of $3,243, in accordance with condition approved August 20, 1942, by authority of the act of June 16, 1934 (48 Stat. 977, 77th Cong., 2d sess.), with funds made available by the act of July 2, 1942 (Public Law 665, 77th Cong., 2d sess.). The reference numbers are 89-47180-42 and 20452-42.

The land is described in the unaltered excepted deed dated October 15, 1942, from Josephine Hamburger and David C. Hamburger, her husband, to the United States of America in trust for the Oameca Tribe of Indians in Wisconsin, which is satisfactory in form.

The abstract, consisting of 46 items, was last certified on October 7, 1942, by the Brown County Abstract Company.

The abstract and accompanying data disclose the title to be vested in Josephine Hamburger, subject to:

1. All taxes and assessments which are liens at the time of perfecting of title.

If the taxes are liens by state statute but are not ascertainable, adequate pro-
vision should be made for the payment of such taxes by withholding from the purchase price a sufficient sum to secure the payment of such taxes.

2. Rights, if any, that may be ascertained by an inspection of the premises. The customary departmental report on possessory rights based on an inspection of the premises and inquiry as of the date of the record of the deed to the United States must be submitted. Special attention should be given in this report to persons in possession, roads, easements, or rights-of-way that may affect the land, and any improvements or repairs made on the premises for which mechanics' liens may be claimed, although not of record. Any claims or rights adversely affecting the land should be submitted to us for further consideration.

3. Easements of public road, as shown on the tract map. It should be administratively determined that such easements will not interfere with the contemplated use of the land.

4. The lien of the mortgage dated August 11, 1923, from Elizabeth Webster, widow (also known as Elizabeth J. Webster), and Josephine Skemander (formerly Josephine John), and husband, David Skemander, to the Federal Land Bank of Saint Paul, in the sum of $1,800. This mortgage was recorded on August 21, 1923, in Book 16C Deeds, page 356 (item 26), and re-recorded on September 20, 1924, in Book 183 Mortgages, page 69 (item 27). The mortgage must be shown satisfied and released of record.

5. The enclosed deed from the vendors fails to show the consideration to be paid for the property. The deed must recite as the true consideration the actual amount ascertained to be necessary (a) to discharge the outstanding liens and encumbrances, (b) to cover the cost of conveying title to the United States.
and (c) to reimburse the vendor for an installment payment made to the Federal
Land Bank of St. Paul in the sum of $33,752 as shown in the attached receipt
and as provided in the contract.

6. The file should be completed by inserting therein a copy of a resolution
adopted by the tribe approving the purchase of the land under consideration.

Only when the foregoing requirements and objections have been met, the en-
closed trust deed from Josephine Alexander and David G. Alexander, her
husband, to the United States of America in trust for the Ojibwa Tribe of Indians
in Wisconsin, properly stamped, has been recorded, the abstract has been con-
tinued and certified to a date subsequent to the recording of the deed, dis-
closing that nothing has occurred since the date of the present certificate to
affect the title adversely, and showing the vesting of a valid title in the
United States of America, in trust as aforesaid, the title will be approved and
the deed accepted.

Should it be ascertained that there are any outstanding rights or claims
adversely affecting the land, not referred to in this opinion and which have
not been properly met, this opinion and the related data should be referred to
us for further consideration.

The deed, abstract and related papers are returned for further action in
accordance with this opinion.

Respectfully,

[Signature]
Assistant Secretary

[Signature]
Assistant Solicitor,
CAUTION!
Positively no papers to be added to or taken from this file, except by an employee of the Mails and Files Division.

Abstract Examined by G. A. O.

Date Nov 2 2 1943
The Honorable, 

The Secretary of the Interior. 

My dear Mr. Secretary: 

There are transmitted herewith a warranty deed, abstract of title and related papers covering approximately seventeen acres of land proposed to be purchased from Andrew Doxtater and Lillian Doxtater, his wife, in connection with the Oneida 1940 Expendable land acquisition project. The consideration to be paid for the land is that amount sufficient only to clear and convey a valid fee simple title to the United States in trust for the Oneida Tribe of Indians in Wisconsin. 

The purchase is being made under authority contained in Section 5 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), with funds made available by the Act of May 10, 1939 (53 Stat. 695). 

In a memorandum title opinion dated May 14, 1940, certain defects in the title were pointed out and discussed. It appears that the vendors have met some of the requirements. The remaining defects cannot be cleared until payment of the consideration is authorized. 

It is, therefore, recommended that the purchase be approved, if title is now found to be satisfactory on recommendation by the Solicitor's Office, subject to: 

1. Payment of all taxes or assessments which are now a lien against the land. 

3. Payment of $81.05 to Michael Burns, Attorney, Seymour, Wisconsin, for legal services and payment of recording fees, et al.

4. Payment of $10.75 to the Green Bay Abstract Company for abstracting services.

5. Affixing revenue stamps in the amount of 55¢ to the deed and canceling same.

6. Recertification of the abstract of title showing a valid unencumbered fee simple title vested in the United States.

7. Payment of incidental fees necessary to bring the abstract up to date.

Sincerely yours,

Enclosure 2347070

DEPARTMENT OF THE INTERIOR
Office of the Solicitor

Title examined and found satisfactory subject to the above-mentioned conditions.

For the Solicitor,

Assistant Solicitor.

DEPARTMENT OF THE INTERIOR
Office of the Secretary

Purchase approved as recommended.

Assistant Secretary.
This Indenture, Made this 28th day of October, AD 1941,

between Andrew Doxtater and Lillian Doxtater, his wife,

parties of the first part, and

The United States of America in trust for the Oneida Tribe of Indians in Wisconsin,

parties of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of $10.00 and other valuable considerations,

to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, its successors and assigns forever, the following described real estate, situated in the County of Brown and State of Wisconsin, to-wit:

North 17 acres of the NW\(^2\) of the SW\(^2\) Section 14, Township 23 N.,

Range 19 East.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party \_\_\_\_\_\_\_\_ of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party \_\_\_\_\_\_\_\_ of the second part, and to its successors and assigns FOREVER.

And the said Andrew Doxtater and Lillian Doxtater, his wife,

for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party \_\_\_\_\_\_\_\_ of the second part, its successors and assigns, that at the time of the ensailing and delivery of these presents they are well seised of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.
and that the above bargained premises in the quiet and peaceable possession of the said part... of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals this 28th day of October, A.D., 1941.

SIGNED AND SEALED IN PRESENCE OF

[Signature]

[Signature]

[Signature]

State of Wisconsin,

[Seal]

County.

County.}

Before me, this 28th day of October, A.D., 1941,

the above-named Andrew Doxtater and Lillian Doxtater

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

[Signature]

Notary Public, Outagamie County, Wis.

My commission expires December 23rd, A.D., 1944.
Case 1:10-cv-00137-WCG   Filed 05/04/15   Page 31 of 46   Document 84-8

the following tract of land in BROWN and OUTAGAMIE County, State of Wisconsin:

TOWN: THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼), ALSO LOTS NUMBERS TWELVE (12), THIRTEEN (13), FOURTEEN (14), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24) AND TWENTY-FIVE (25), ALL IN SECTION NINE (9) IN TOWNSHIP TWENTY-FOUR (24) NORTH OF RANGE NINETEEN (19) EAST, OF THE FOURTH PRINCIPAL MERIDIAN OF WISCONSIN, CONTAINING ONE HUNDRED AND EIGHTY-EIGHT (188) ACRES MORE OR LESS, ACCORDING TO GOVERNMENT SURVEY AND BEING IN THE TOWN OF ONEIDA, OUTAGAMIE COUNTY, WISCONSIN.

LOTS NUMBERS EIGHTEEN (18) AND NINETEEN (19) AND THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION TEN (10) IN TOWNSHIP TWENTY-FOUR (24) NORTH, OF RANGE NINETEEN (19) EAST OF THE FOURTH PRINCIPAL MERIDIAN OF WISCONSIN, CONTAINING EIGHTY (80) ACRES MORE OR LESS, ACCORDING TO GOVERNMENT SURVEY AND BEING IN THE TOWN OF MOSART, BROWN COUNTY, WISCONSIN.

In Witness Whereof, the said grantor, has caused these presents to be signed by L. EDWIN KIRKMAN, President, and countersigned by HARRIS C. SCHILLING, Secretary, at GREEN BAY, WISCONSIN, and its corporate seal to be hereunto affixed. A.D. 1937.

The Oneida Real Estate & Loan Company

[Signature]

[Seal]
The Treasurer,

The Secretary in the Interior.

By dear Mr. Secretary:

There are recited herein the recorded warranty deed, abstracts of title and other related papers in connection with the proposed purchase of some 363 acres of land from the Oneida Real Estate and Loan Company, as a part of the Oneida 1937 expendable land acquisition project, established under authority found in section 5 of the Indian Reorganization Act of June 18, 1934 (43 Stat. L. 984). The land, designated as Tract No. 22 of the project, is more particularly described as Sect. 21, Twp. 56N, Sec. 34, Lots 12, 13, 14, 20, 21, 22, 23, 24 and 25, section 9, and Lots 16, 17, Sect. 36, section 10, all in township 54 north, range 13 east, 4th P. M., Wisconsin. An option to purchase this property for a consideration of $3,916 was accepted by the Department December 7, 1896. Funds were made available for the purchase by the Act of June 26, 1936 (49 Stat. L., 1762).

Under date of October 12, Mr. Eugene J. Welch, Land Title Examiner, reported that the objections and defects set out in Solicitor's opinion 46.28864 had been met and a satisfactory record title vested in the United States of America in trust for the Oneida Tribe of Indians in Wisconsin by the vendor's deed.

It appears that the easements of the Wisconsin-Michigan Power Company are located on the public highway, which runs along the section line. The county did not procure an easement for the right of way for highway purposes, but, in accordance with the usual practice where roads are constructed along the section line, merely surveyed and constructed the road without further procedure. Because the highway does not interfere with the use of the property as a farm and is, in fact, essential for transportation purposes within the project area, it is administratively desirable that no adjustment be made in the purchase price for the acreage used for highway purposes.

It is respectfully recommended that the purchase be approved if title is now found satisfactory, upon recommendation of the Solicitor's Office.

Sincerely yours,

Enclosure No. 1401178
DEPARTMENT OF THE INTERIOR  
Office of the Secretary.

Purchase approved, as recommended.  

Assistant Secretary of the Interior.

[Signature]

Case 1:10-cv-00137-WCG   Filed 05/04/15   Page 34 of 46   Document 84-8
Filed IN COURT, Made by the Omida Real Estate & Loan Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, of Brown County, Wisconsin, hereby conveys and warrants to the United States of America in trust for the Omida Tribe of Indians in Wisconsin grantee, of Brown County, Wisconsin, for the sum of Nine Thousand, Nine Hundred and Sixteen ($9,916.00) Dollars the following tract of land in Brown and Outagamie County, State of Wisconsin: To wit:

The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), also Lots Numbers Twelve (12), Thirteen (13), Fourteen (14), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), all in Section Nine (9) in Township Twenty-Four (24) North of Range Twenty-Three (23) East of the Fourth Principal Meridian of Wisconsin, containing One Hundred and Eighty-Eight (188) acres more or less, according to Government Survey and being in the Town of Omida, Outagamie County, Wisconsin.

Lots Numbered Eighteen (18) and Nineteen (19) and the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Ten (10) in Township Twenty-Four (24) North of Range Twenty-Three (23) East of the Fourth Principal Meridian of Wisconsin, containing Eighty (80) acres more or less, according to Government Survey and being in the Town of Hobart, Brown County, Wisconsin.

$10.00 U. S. Rev. Stamp
Attached & Canceled
1/11/97 O.R.E. L. Co.

IN WITNESS WHEREOF, the said grantor, has caused these presents to be signed by L. Edwin Liebmann, its President, and countersigned by Bert C. Schilling its Secretary, at Green Bay, Wisconsin, and its corporate seal to be hereto affixed, this 15th day of January, A.D. 1927.

Signed and Sealed in Presence of

Hans H. Meier
Levi Egan

STATE OF WISCONSIN

BROWN COUNTY

Personally came before me this 11th day of January, A.D. 1927 L. Edwin Liebmann President, and Bert C. Schilling Secretary of the above named Corporation to me known to be the persons who executed the foregoing Instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing Instrument as such officers as the deed of said Corporation, by its authority.

Lance Egan

Recorded in Brown County, Wisconsin, By Commission expires, Jan. 15, A.D. 1929.

received for record

7th day of September 1937 at 11:30 A.M.

A.L. Dealer Register of Deeds.

STATE OF WISCONSIN

Outagamie County

I, JANICE FLENZ, Register of Deeds, Outagamie County, Wisconsin, do hereby certify that I have duly compared the foregoing and annexed copy of a Deed

with the original record thereof as Recorded in my said office on the 7th day of September A.D. 1937 at 11:30 o'clock A.M.

Vol. 250 Page 176 as Doc 331939 and that the same is a correct transcript therefrom, and of the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of my said office at Appleton this 2nd day of March A.D. 2004.

JANICE FLENZ
Register
This Indenture, Made this ______ day of ______, A. D. 18____.

between Clarias House and Corn J. House, his wife,

part 3/8 of the first part, and

United States of America in trust for the Oneida Tribe of Indians in Wisconsin, part 5/8 of the second part.

Witnesseth: That the said part 3/8 of the first part, for and in consideration of the receipt

hereof in hand paid by the said part 5/8 of the second part, the receipt whereof is hereby con

fessed and acknowledged, hereby granted, bargained, sold, remised, released, aliened, conveyed and

confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part 3/8 of the second part, its successors and assigns forever, the following described real estate, situated in the County of ______ and State of Wisconsin, to wit:

Next 35 acres of SW1/4 SE1/4 Section 36, Township 24 N., Range 13 East, and 1 square acres in the SE corner of Lot 17, Section 76, Township 24 N., Range 13 East.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part 3/8 of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part 5/8 of the second part, and its successors and assigns FOREVER.

And the Said Clarias House and Corn J. House, its wife,

for the reasons aforesaid, do, and by these presents grant, bargain and agree to quit and pay the said part 5/8 of the second part, its successors and assigns, all and every claim and interest of their own.

in the premises and covenants and conditions contained in the premises aforesaid.

in the premises and covenants and conditions contained in the premises aforesaid.

Case 1:10-cv-00137-WCG   Filed 05/04/15   Page 36 of 46   Document 84-8
and that the above bargained premises in the quiet and peaceable possession of the said part... of the
second part, the said... and assigns, against all and every person or persons lawfully claiming the
whole or any part thereof, will forever WARRANT AND DEFEND.

In Witness Whereof, the said part... of the first part have hereunto set... hand and... and seal'd this 21st... day of September, A.D. 1942.

SIGNED AND SEALED IN PRESENCE OF

[Signature]

[Signature]

State of Wisconsin,

[Signature]

Personally came before me, this 21st... day of September, A.D. 1942, the above named, who are known to me to be the person(s) who executed the foregoing instrument, and acknowledged the same.

[Signature]

Notary Public, County, Wis.

My commission expires May 8, A.D. 1942.
5. Payment of all recording and abstracting fees.

Sincerely yours,

[Signature]

For the Commissioner.

Enclosure 2810641

DEPARTMENT OF THE INTERIOR
Office of the Solicitor

Title examined and found satisfactory subject to the above-mentioned conditions and dismissal of mortgage foreclosure action filed February 10, 1941 (Supp. abs. entries 2 and 3).

For the Solicitor,

[Signature]

Assistant Solicitor.

DEPARTMENT OF THE INTERIOR
Office of the Secretary

Purchase approved as recommended. JUN 1 0 1941

[Signature]

Assistant Secretary.
The Honorable
The Secretary of the Interior.

My dear Mr. Secretary:

There are transmitted herewith deed, abstract of title, and related papers covering approximately 39 acres of land proposed to be purchased from Jonas House and Cora M. House, his wife, as a part of the Oneida 1940 Expendable land acquisition project. The agreed purchase price is to be that amount sufficient only to discharge all outstanding encumbrances and cover the cost of conveying valid title to the United States, but in no event to exceed the appraised valuation of $1,690.

The purchase is being made under authority contained in section 5 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), with funds made available by the act of May 10, 1939 (53 Stat. 685, 686).

In a memorandum title opinion dated June 5, 1940, certain defects in the title were pointed out and discussed. It appears that the vendors have complied with all requirements, it being understood that the encumbrances could not be satisfied until payment of the consideration is authorized.

It is therefore recommended that the purchase be approved if title is now found to be satisfactory upon recommendation by the Solicitor's Office, subject to--

1. Satisfaction and release of the mortgage of January 27, 1936, executed by the vendors to H. J. Roland and assigned by him to Cassie Darrow and Miles Darrow.

2. Payment of all taxes due or exigible.

3. Payment to the Green Bay Abstract Company for services rendered, in the amount of $675.

4. Payment to Michael Burns, attorney, of $52.50 for attorney fees and disbursements in connection with clearing title.
CAUTION!
Positively no papers to be added to or taken from this file, except by an employee of the Mail and Files Division.
This Indenture, Made this 21st day of October, A. D., 1985, 

between Oneida Tribe of Indians of Wisconsin, 

party of the first part, and 

The United States of America in trust for the Oneida Tribe of Indians of Wisconsin, 

party of the second part 

Witnesseth: That the said part of the first part, for and in consideration of the sum of 

One dollar, and other valuable consideration----------------------------- to them in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part of the second part, its successors and assigns forever, the following described real estate, situated in the county of Brown and State of Wisconsin, to-wit: 

The South Five (5) acres of the North One-half (1/2) of Lot Twenty (20) in Section 36, Township 24 North, Range 19 East, in the Town of Hobart, 4th Principal Meridian, containing 5 acres, more or less, subject to all valid existing rights-of-way of record.

Register of Deeds 
Brown County 
Apr. 25, 1986 
11:32 a.m. 
Cathy Williquette 
Reg. of Deeds

This conveyance is made pursuant to the provisions of the Act of June 18, 1934 (48 Stat., 984).

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining; and all the estate, right, title, interest, claim, or demand whatsoever, of the said part of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises and their hereditaments and appurtenances. 

To have and to hold, the said premises as above described with the hereditaments and appurtenances, unto the said part of the second part, and to its/their successors and assigns FOREVER. 

And the said party of the first part for themselves and their heirs, executors and administrators, do do covenant, grant, bargain and agree to and with the said part of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, 

and that the above bargained premises in the quiet and peaceable possession of the said part of the
WARRANTY DEED

REGISTER’S OFFICE, State of Wisconsin County.

Received for Record this day of A. D. 19___, at o'clock M., and recorded in Vol. of Deeds on page __________.

Register of Deeds.

Deputy.

Approved date.

Recorded: Nos. Area Office.


ONEIDA NATION, WI
REGISTER’S OFFICE
OCT 25 99
001828

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Great Lakes Agency, Ashland, Wisconsin

The within deed is hereby approved. Pursuant to authority delegated by the Under Secretary to the Interior in Departmental Release No. 262G of November 17, 1981.

Notary Public, Outagamie County, Wisconsin


Dawn M. Rain
Notary Public.

Signed and sealed in Presence of

State of Wisconsin, County of __________

Chadwick Beam


Patricia Bonnen

Asst. Register.


Christina M. Boelsterle

Register of Deeds.


RESOLUTION /0-12-84-A

WHEREAS, the Oneida General Tribal Council has delegated to the Oneida Business Committee authority to exercise the enumerated powers of the Oneida Constitution, Article IV, as amended, and

WHEREAS, the Oneida Business Committee has acquired in fee status for the following parcel described as:

South five (5) acres of the North 1/2 of lot 20, in section 36, Township 24 North of Range 19 East, in the Town of Hobart, Brown County, Wisconsin.

WHEREAS, the above parcel is requested in trust status for possible expansion of the existing housing site known as Aisk wit Court. A house located on that property is occupied by tribal members for rental income, and

WHEREAS, the Oneida Business Committee certifies that the local property taxes due on this parcel will be paid for the year prior to Trust placement,

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby request the United States Bureau of Indian Affairs to initiate and carry out the process required to place the above parcel in Trust for the Oneida Tribe of Indians of Wisconsin.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee hereby certify that the Oneida Business Committee is composed of 9 members of whom 8 members, constituting a quorum, were present at a meeting duly called, noticed, and held on the 12 day of OCT 1984, that the foregoing resolution was duly adopted at such meeting by a vote of 7 members for, 0 members against, 0 members not voting; and that said resolution has not been rescinded or amended in any way.

[Signature]
Secretary, Oneida Business Committee
January 29, 1985

BIA.TC.1408

Mr. Earl J. Barlow
Area Director
Minneapolis Area Office
Bureau of Indian Affairs
15. South 5th Street
Minneapolis, Minnesota 55402

Attention: Real Property Management

Re: Oneida Tribal Acquisition of U-29 Site

Dear Mr. Barlow:

You have requested a final title opinion on lands described as a part of Lot 1, Section 3, Township 24 North, Range 19 East, Town of Hobart, Brown County, Wisconsin. The deed conveying title to this land to the United States of America in trust for the Oneida Tribe of Indians of Wisconsin was executed on April 11, 1985 by the Oneida Tribe of Indians of Wisconsin by Purcell Powless, Chairman, and Lee Gordon Mc Lester, Secretary. The deed was approved by the Acting Area Director on June 11, 1985 and was placed of record in Brown County on June 19, 1985 in Jacket 9088, Image 41.

The abstract of title was continued and recertified to July 15, 1985 by Brown County Title & Abstract Company. As of that date, it shows title to be vested in the United States of America in trust for the Oneida Tribe of Indians of Wisconsin, subject to:

1. Easements, rights of way or other servitudes, if any, including statutory section line rights of way, not shown on record.
2. Brown County Highway rights of way noted at items 60, 73, 75 and 77 of the abstract.
3. Wisconsin Public Service Corporation easement noted at item 72 of the abstract.
4. Northeast Telephone Company easement noted at item 112 of the abstract.
5. State Highway right of way noted at item 119 of the abstract.

Your file is enclosed.

Sincerely,

[Signature]
Field Solicitor
This Indenture, Made this 11th day of April, A.D., 1985,

between

Oneida Tribe of Indians of Wisconsin,

party of the first part, and

The United States of America in trust for the Oneida Tribe of Indians of

Wisconsin,

party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

One dollar, and other valuable consideration,

to them in hand paid by the said party of the second part, the receipt whereof is hereby

confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed

and confirmed, and by these presents do for ever give, grant, bargain, sell, remise, release, alien, convey and

confirm unto the said party of the second part, its successors, heirs and assigns forever, the following described real estate, situated in the county of Brown and State of Wisconsin, to wit:


This conveyance is made pursuant to the provisions of the Act of June 18, 1934 (48 Stat., 984).

FEE

# 77.05(2)

EXEMPT

REGISTER OF DEEDS
BROWN COUNTY

JUN 19 1985

By S.B. Vosberg, A.R.
REGISTER OF DEEDS

Covenants with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and all the estate, right, title, interest, claim, or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises and their hereditaments and appurtenances.

To have and to hold, the said premises as above described with the hereditaments and appurtenances unto the said party of the second part, and to its/successors/assigns FOREVER.

And the said party of the first part

for themselves and their heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its/successors/assigns, that at the time of the making and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises is the quiet and peaceable possession of the said party of the
United States
Department of Interior
Bureau of Indian Affairs
Great Lakes Agency
Ashland, Wis. 54806

The within deed is hereby approved: Pursuant to authority delegated by the Under
Secretary of the Interior in Departmental Release No. 2364 of November 17, 1981.
Part 209 DM 8, and 10 BLAM 3.

Recorded: Mpls. Area Office
Vol. __ Page __ Date __

Area Director, Frank Webocke

Approval date: 11 Jun 1985

CERTIFIED TRUE COPY

Crucita Grover
Certifying Officer
Date August 20, 1989

BUREAU OF INDIAN AFFAIRS, WASHINGTON, D.C.
Received for record the 14th day of April 1986 at 1:32 P.M. and recorded in
Dead Volume 239, Page 306-308

Original Recorded

Abderdeen