

No. 13438

Supreme Court of Illinois

Sedam

vs.

Scott et al

United States of America
State of Illinois Lake County

Pleas before the Honorable
George Manicore Judge of the Seventh Judicial Circuit
of the State of Illinois, at a Circuit Court for the
County of Lake in said Circuit began and held
at Waukegan in said County, on the twenty sixth
day of September in the year of Our Lord One
Thousand eight hundred and fifty nine and of the
Independence of the United States the Eighty
Fourth.

Present The Honorable George Manicore
Judge

Charles Haven State Attorney
John G. Ragan Sheriff of
Lake County

Attest A. B. Cates Clerk

Be it Remembered that heretofore to wit: on the
twenty fifth day of January in the Year of Our
Lord One thousand eight hundred and sixty, the said
day being a day in vacation of the Circuit Court
in and for the County of Lake in the State of Illinois,
between the September and February Terms thereof
for the year last aforesaid, came John A. Sedam
Complainant, by William S. Seabolt his Solicitor,
in Chancery and filed in said Court his Bill
of Complaint against Walter Scott and Hannah
Scott, which said Bill is in the Words and Figures
following to Wit:

"The Circuit Court for the County of
"Lake In Chancery."

"To the Honorable George Manierre presiding
"Judge of the Circuit Court in & for the County
"of Lake & State of Illinois, In Chancery setting.

"Your Orator John P. Sedum of the State of
"Michigan, complaining shows unto this Court
"that on the first day of November A.D. 1855
"Walter Scott of the County of Lake & State of
"Illinois executed under his hand and delivered
"to Remond E. Saper of said County Four
"certain written promissory notes of that date
"for the sum of Six Hundred & Six dollars and
"twenty five cents each, and made payable as
"follows to wit, The first of said notes by its
"terms was due & payable one year from its date
"the second in like manner was due & payable
"two years from its date. the third in like manner
"was due & payable three years from its date
"and the fourth & last of said notes was due
"& payable Four years after its date. Each of
"said notes by the terms thereof bear interest
"payable annually on each of said notes as by
"said notes, three of the same now being in your
"orators possession, will more fully appear when
"produced to this Honorable Court by your orator
"as the Court may direct. And the said Walter
"Scott & Hannah Scott his wife to secure the
"payment of the principal and interest mentioned
"in said notes did at the same time execute

under their hands and Seals and deliver to the said Remember E. Saper a Mortgage bearing even date with said notes and conditioned for the payment of said sum of Two Thousand Four Hundred and twenty five dollars being the full amount of all of said notes taken together with the interest thereon according to the condition of the said notes by which the said Walter Scott & Hannah Scott mortgaged unto said Remember E. Saper in Fee certain lands and Real Estate a description of which taken from said Mortgage is contained in the schedule hereunto annexed marked 'A' which Mortgage was duly acknowledged and was afterwards recorded as a Mortgage in the Office of the Clerk of the Circuit Court in & for the County of Lake & State of Illinois, who is Ex Officio Recorder of said County, on the first day of November A.D. 1855 in Book C. of Mortgages on pages 142, 143 & 144, as by the said Mortgage and the Certificate of acknowledgment and after recording aforesaid indorsed thereon and ready to be produced as this Court shall direct will more fully appear."

And your orator further states and sheweth unto your Honor that said notes & Mortgage were given for the purchase money of the premises in said Mortgage described."

And your orator further sheweth unto your Honor that three of the said notes, in said Mortgage described to wit the three last notes in said Mortgage particularly described & mentioned, and said Mortgage have been duly

assigned to your orator for a valuable consideration and are now held and owned by your orator."

And your orator further sheweth unto Your Honor that by the terms & conditions, & stipulations in said Mortgage contained in case of the non-payment of said notes, & the institution of a suit on said mortgage for the purpose of foreclosure in default of payment of the said notes or either or any of them, the said Mortgagors agreed to pay the sum of Fifty dollars as the Solicitors or attorneys fee and that said amount be taxed and collected with the costs of such suit and your orator respectfully states that by reason of the non-payment of said notes, it has become necessary to institute a suit to foreclose said Mortgage for the purpose of enforcing the payment of said notes."

And your orator would further state that as he is informed the first note in said Mortgage mentioned has been paid & taken up."

And your orator believes and states that the sum of One Thousand Five hundred & Eighteen dollars and Seventy five cents with interest thereon from the seventeenth day of August A.D. 1858 remains due and unpaid to your orator and that no proceedings at law have been had to recover the debt secured by the said notes & mortgage or any part thereof. And your Orator therefore asks the aid of this Court in the premises and that

the above named Walter Scott & Hannah Scott the
defendants in this suit may appear before this
Honorable Court and answer this your Orator,
bill according to the rules & practice of the said Court
without oath, their answer on oath being hereby
waived, and that the usual decree may be made
for the sale of the mortgaged premises aforesaid:
and for the payment of the amount due to your
orator for principal and interest upon said notes
and mortgage and his costs of this suit including
the sum of Fifty dollars for the Solicitors Fees
in this suit in foreclosing said Mortgage and
that the said defendants and all persons claiming
under them subsequent to the commencement of
this and all other persons although not parties
to this suit who have any liens by Judgment or
decree upon the mortgaged premises subsequent to
the said Mortgage of your orator, or any lien or
claims thereon by or under any such subsequent
judgment or decree either as purchasers, incumbran-
cers or otherwise, may be barred and foreclosed
of all Equity of redemption in the said premises
And that your orator may have such farther
or such other relief as the nature of the case
may require and as to this Court may seem
proper and agreeable to Equity."

W. S. Seabolt
Sol. for Compt.

Schedule "A" referred to in the preceding bill
being a description of the Mortgaged premises
as they are described in the Mortgage therein
referred to to wit: all ^{of} the following described
premises situate in Lake County Illinois to wit:
Commencing at the North East corner of the
South West quarter of Section Eighteen (18)
Town Forty Six (46) North Range Twelve (12)
East of the third principal meridian and running
thence South on the quarter section line One
Hundred and twenty (120) rods thence west parallel
with the South line of said quarter section to the
West line thereof thence North on said West
line One Hundred and twenty rods to the North
West corner of said quarter section thence East
One Hundred and sixty rods to the place of beginning
containing One Hundred & twenty acres. And also
commencing at the North East corner of the
South East quarter of Section Thirteen (13) Town
Forty Six (46) North Range Eleven East of the third
P. M. and running thence west Sixty Six and two
thirds ($66\frac{2}{3}$) rods thence South One Hundred and
twenty (120) rods thence East parallel to the South
line of said section to the East line thereof thence
North on said East line to place of beginning
containing Fifty (50) acres. Also commencing twenty
(20) rods South of the North East corner of the
North East quarter of Section Fourteen (14) in the
Township last aforesaid, running thence South
twenty (20) rods thence East Eighty rods (80)
thence North twenty (20) rods thence West
Eighty (80) rods to the place of beginning, containing

ten⁽¹⁰⁾ acres. Also commencing forty (40) rods, west.
of the South East corner of the South West
quarter of Section Eleven (11) in the Town
last aforesaid (46. N. R. 11 E.) running thence
North Forty (40) rods, thence west forty rods
thence South Forty (40) rods, thence East forty
(40) rods to the place of beginning, containing
ten acres, the whole of the above described
tracts, containing One Hundred & ninety
acres more or less."

And that afterwards to wit: on the twenty fifth
day of January A.D. 1860, said day being a day
in vacation between the September Term and the
February term of said Court for the year 1859
aforesaid and the year A.D. 1860 Security for
Bonds was filed in the Office of the Clerk of
said Court Which is in the words and figures
following to wit:

"The Circuit Court for the County
"of Lake In Chancery"

John P. Sedam Compt."

vs

"Bill to foreclose Mortgage"

Walter Scott & Hannah Scott

"Defts"

"I do hereby enter myself
Security for Costs in this Case & acknowledge myself bound
to pay or Cause to be paid all costs which may accrue
in this action either to the opposite party or to any
of the Officers of this Court in pursuance of the Laws of
this State."

"W. S. Seabury"

dated the 24th day of January A.D. 1860."

Approved by me at my office this twenty fifth
day of January A.D. 1860" A. B. Bates, Clerk
"August B. Bates deputy"

And that afterwands to wit: on the twenty fifth
day of January A.D. 1860. in the vacation after
the September term as aforesaid of said Court,
A summons under the hand of the Clerk and
the seal of said Court thereunto affixed, was issued
out of the Office of the Clerk of said Court, which
said summons is in the words and figures following
to wit:

State of Illinois }
Lake County } "The People of the State of Illinois
to the Sheriff of said County, Greeting:"

We command you, that you Summon
Walter Scott and Hannah Scott his wife if they
shall be found in your County, personally to be
and appear before the Circuit Court of said
County, on the first day of the next term thereof
to be holden at the Court house in Waukegan, in
said County, on the first Monday of February
(1860) next, to answer unto the Bill of Complaint
of John P. Sedam exhibited in our said Court on
the Chancery side thereof against them.

And have you then and there this writ, with
an endorsement thereon, of the manner in which
you shall have executed the same"

Witness Augustus B. Bates, Clerk
of said Court and the seal thereof at
Waukegan, in said County this twenty
Seal of Court
ccccc

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fifth day of January A.D. 1860.
A. B. Bates Clerk
By A. L. Bates Deputy.

And that afterwards to wit, on the twenty seventh day of January A.D. 1860 in the vacation after the September Term aforesaid of said Court, the said summons was returned into the Office of the Clerk of said Court, and therein filed, with an endorsement thereon made by the sheriff of said County which said endorsement is in the words and figures following to wit:

Executed the within summons by leaving two copies of the within at the usual place of abode of Walter Scott and Hannah Scott with a white person of the age of ten years or upwards and also I informed the person of the contents of the within writ this 26th day of January A.D. 1860.

Per diem	100
2 Copies	1.00
20 Miles T.	1.00
return	10
	<u>\$3.10</u>

John G. Ragan Sheriff
By P. Munson Deputy

And that afterwards to wit on the fourth day of February A.D. 1860. the same being a day in vacation after the September Term ^{of said Court} for the year last aforesaid to wit A.D. 1859. an Answer to the amended Bill of Complaint of John P. Sedam Complainant was filed in said Court, which said answer is in the words and figures following to wit.

State of Illinois

The Circuit Court of Lake County, in Chancery

The Joint and several answers of
Walter Scott and Hannah Scott
his wife defendants to the Amended
Bill of Complaint of John P.
Sedam Complainant

"These defendants now and at all times hereafter
saving and reserving to themselves all manner of
Benefit and advantage of Exceptions to the
many & insufficiencies in the Complainants
said amended Bill of Complaint contained
for answer thereto or unto such parts thereof
as the said defendants are advised is material for
them to make answer unto. they answer and say
that the said defendant Walter Scott did not
execute and deliver to the said Remember C.
Saper nor to any other person or persons
the four certain written promissory notes
mentioned and described in said Complainants
said amended bill of Complaint, nor any
or either of them"

"And these defendants further answering
say that they did not execute and deliver to said
Remember C. Saper nor to any other person
the Mortgage mentioned and described in said
Complainants said amended bill of Complaint
nor did they ever execute any such Mortgage to
any other person or persons, and no such notes
and mortgage were ever given to secure to said

Remember E. Saper or to any other person or persons, the purchase money of the premises described in said Bill of Complaint and no money is due to said Complainant from these defendants or either of them on such notes and Mortgage as mentioned and described in said Complainant's said amended Bill of Complaint."

"And these defendants further answering expressly deny that there is due to said Complainant the sum of One thousand five Hundred and Eighteen dollars and Seventy five cents with interest at the rate of ten per cent from the 17th day of August 1858 on any such Mortgage executed by these defendants or either of them or that any sum whatever is due from these defendants or from either of them on any such notes and mortgage and these defendants expressly deny that any such notes as described in said amended Bill of Complaint or any or either of them have been assigned to said complainant as specified in said Bill amended of Complaint."

"And these defendants submit to this Honorable Court that all and Every of the matters in said complainant's amended Bill mentioned and complained of are insufficient to entitle the said complainant to the relief prayed for without further and other statements and without making an additional party or additional parties to said Bill amended of Complaint & these defendants hope they shall have the same benefit of this defence as if they had demurred to said Complainant's Bill

as amended and these defendants Humbly
pray to be hence dismissed with their reason-
able costs & charges in that behalf most wrongfully
sustained."

"Walter Scott"

"Hannah Scott"

"By Jerry Williams & Parks"

"Jerry Williams & Parks"

"Sol for Defendants."

United States of America
State of Illinois Lake County

Pleas before the Honorable
George Manierre Judge of the Seventh Judicial
Circuit of the State of Illinois, at a Circuit Court
for the County of Lake in said Circuit begun and held
at Waukegan in said County on the sixth day of
February in the year of our Lord One thousand eight
hundred and sixty and of the Independence of the
United States the Eighty Fourth.

Present The Honorable George Manierre Judge
aforesaid and John G. Ragan Sheriff of
Lake County

Attest, A. B. Cates Clerk.

Be it remembered that heretofore to wit:
on the seventh day of of February A.D. 1860,
the said day being one of the days of the

February Term of said Court for the year last aforesaid, A Replication of John P. Sedam Complainant to the answer of Walter Scott and Hannah Scott defendants Was filed in the Office of the Clerk of said Court, which is in the words following to wit:

The Circuit Court for the County of Lake
In Chancery."

John P. Sedam Compl.
vs.
Walter Scott &
Hannah Scott Defts

"Bill to fore close
Mortgage."

"The replication of
John P. Sedam Complainant to the answer
of Walter Scott & Hannah Scott defendants
This repliant saving and reserving to himself
now & at all times hereafter all & all manner
of benefit & advantage of exceptions which
may be had or taken to the many insufficiencies
of the said answer for Replication thereunto
saith, that he will aver, maintain and prove
his Bill of Complaint to be true, certain and
sufficient in the law, to be answered unto
and that the said answer of the said defendants
is untrue uncertain and insufficient to be
replied unto by this repliant, without this
that any other matter or things whatsoever
in the said answer contained material or
sufficient in the law to be replied unto

unto and not herein and hereby well and
sufficiently replied unto, confessed or
avoided traversed or denied is true all
which matters and things this Repliant is
and will be ready to aver maintain and
prove as this Honorable Court shall direct
and humbly prays as in and by his said
Bill of Complaint he has above prayed

"W. S. Seale"

"Sol. for Compt."

And that afterwards to wit on the Fourteenth
day of February A.D. 1860. the same being
one of the days of the February term of
said Court for the year last aforesaid in
and for the County of Lake aforesaid,
proceedings were had in said Court
which are entered of Record in the words
and figures following to wit:

John P. Sedum	}	"Bill to foreclose Mortgage"
73. vs		
Walter Scott and		
Nannah Scott		

Now comes said complainant
by Seale his Solicitor and on his Motion it is ordered
that he have leave to amend his bill herein

And afterwards to wit, on the Eighteenth day of February A.D. 1860. the same being one of the days of the February Term of said Court for the Year last aforesaid A Replication of John P. Sedam Complainant to the answer of Walter Scott and Hannah Scott defendants, was filed in the Office of the Clerk of said Court, which is in the words following to wit:

The Circuit Court for the County of Lake
In Chancery"

John P. Sedam	
Compt.	
vs	"Bill to foreclose
Walter Scott et al	"Mortgage"
Defts.	

"The Replication of John
P. Sedam Complainant to the answer of
Walter Scott & Hannah Scott defendants.
This Repliant saving and reserving to himself
now & at all times hereafter all & all manner
of benefit and advantage of Exception which
may be had or taken to the many insufficiencies
of the said answer for Replication thereunto
saith that he will aver maintain and
prove his Bill of Complaint to be true
certain and sufficient in the law to be an-
swered unto and that the said answer of
the said defendants is untrue, uncertain,

and insufficient to be replied unto by
this Repliant without this, that any other
matter or thing whatsoever in the said
answer contained material or sufficient
in the law to be replied unto and not
herein and hereby well and sufficiently
replied unto, confessed or avoided, traversed,
or denied is true all which matters and
things this Repliant is and will be ready
to aver, maintain, and prove as this Honorable
Court shall direct, and humbly prays as
in and by his said Bill of Complaint
he has above prayed."

"W. S. Sears"

"Sol. for Compl."

United States of America ^{vs}
State of Illinois Lake County ^{vs}

Plea before
the Honorable George Manierre Judge of the
Seventh Judicial Circuit of the State of Illinois
at a Circuit Court for the County of Lake in
said Circuit began and held at Waukegan
in said County on the fourth day of June
in the year of Our Lord Our Thousand Eight
hundred and sixty and of the Independence of the
United States the Eighty fourth

Present The Honorable George Manierre
Judge aforesaid, Carlos Haven State
Attorney and John A. Ragan Sheriff of Lake
County
Attest A. B. Bates Clerk

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And afterwards to wit: on the Fourteenth day of June A.D. 1860. the same being one of the days of the June Term of said Circuit Court in and for the County of Lake in the State of Illinois for the Year last aforesaid, a Mortgage was filed in the Office of the Clerk of the Circuit Court aforesaid, which said Mortgage, together with the Certificate of the Record of the same in the Office of the Clerk of the Circuit Court of said County, and also the assignment on the back of said Mortgage and the Clerk's Certificate of Record of the same, which are in the words and figures following to wit:

This Indenture made this first day of November in the Year of Our Lord One Thousand Eight Hundred and fifty five Between Walter Scott of Lake County Illinois and Hannah Scott his wife party of the first part, and Remember E. Saper of the same place party of the second part. Whereas the said Walter Scott one of the said party of the first part is justly indebted to the said party of the second part, in the sum of Two Thousand Four Hundred and twenty five dollars for part of the Consideration or purchase money for the premises hereinafter described, which said sum of money is secured to be paid by four certain promissory notes of even date herewith, executed by said Walter Scott and made payable to Remember E. Saper or order for the sum of Six Hundred and Six dollars and twenty five cents each, the first payable in one year from date, the second in two years from date, the third in three years from date, and the fourth in four years from date with interest payable annually on each note. Now Therefore This Indenture

Witnesseth that the said party of the first part
for the better securing the payment of the money
aforesaid with interest thereon according to the
tenor and effect of the said four notes above
mentioned: And also, in consideration of One
dollar to them in hand paid by the said party
of the second part, at the delivery of these presents
the receipt whereof is hereby acknowledged that
granted bargained sold and conveyed and by
these presents doth grant, bargain, sell and
convey, unto the said party of the second part
his heirs and assigns forever all of the following
described premises situate in Lake County Illinois
to wit: Commencing at the North East corner of the
South West Quarter of Section Eighteen (18) Town Forty
six (46) North Range Twelve (12) East of the third
principal meridian, and running thence South on the
quarter section line One Hundred and twenty (120) rods
thence West parallel with the South line of said quarter
section, to the West line thereof thence North on
said West line One Hundred and twenty rods to
the North West corner of said quarter section, thence
East One Hundred and sixty rods to the place of
beginning containing One Hundred & twenty acres, ^{and} also
commencing at the North East corner of the South East
Quarter of Section thirteen (13) Town Forty six (46)
North Range Eleven East of third P. M. and running
thence West sixty six and two thirds ($66\frac{2}{3}$) rods: thence
South one Hundred and twenty (120) rods, thence East
parallel to the South line of said Section to the East
line thereof thence North on said East line to place of
beginning, containing Fifty (50) acres: also commencing

twenty (20) rods South of the North East corner of the
North East Quarter of Section Fourteen (14) in the
Township last aforesaid, running thence South
twenty (20) rods, thence East Eighty (80) rods, thence
North Twenty (20) rods, thence West Eighty (80) rods to
the place of beginning, containing ten (10) acres. Also
commencing Forty (40) rods West of the South East corner
of the South West quarter of Section Eleven (11) in the
Town last aforesaid (46 N. P. 118) running thence North
Forty (40) rods, thence West Forty (40) rods, thence South
Forty (40) rods, thence East Forty (40) rods, to the place
of beginning containing ten acres. The whole of the
above described tracts containing One Hundred and
ninety acres more or less. To Have and To Hold the
Same together with all and singular the tenements
hereditaments, privileges and appurtenances thereunto
belonging or in any wise appertaining: and also all
the estate, interest and claim whatsoever, in law
as well as in Equity, which the party of the first
part has in and to the premises hereby conveyed
unto the said party of the second part his heirs
and assigns, and to their only proper use, benefit
and behoof. Provided always, And these presents
are upon this Express condition, that if the said party
of the first part his heirs, Executors, or administrators
shall well and truly pay or cause to be paid to the
said party of the second part his heirs, Executors,
administrators or assigns, the aforesaid sum
of Money with such interest thereon at the times
and in the manner specified in the above mentioned
four promissory notes, according to the true intent
and meaning thereof then and in that case, these
presents and everything herein expressed shall be absolutely

null and void. And the said party of the first part for
himself his heirs, Executors, administrators and assigns
doth hereby covenant and agree to and with the said
party of the second part his heirs, Executors, administrators
and assigns, that in case of the institution of suit
hereon, for the purpose of foreclosure in default
of payment of the notes, or either or any of them above
mentioned he will pay to the said party of the second
part his heirs, Executors, administrators and assigns
the sum of Fifty dollars as his Solicitors or attorney's
fee in the same, and that said amount may be
taxed and collected with the costs of such suit.
In witness whereof, the said party of the first part
hereunto set their hands and seals the day and year
first above written."

Signed sealed and delivered } "Walter Scott (Seal)"
In presence of } "Hannah Scott (Seal)"

State of Illinois }
Lake County } ss. I, Augustus B. Cates, Clerk of the Circuit
Court in and for said County, in the State aforesaid, Do
hereby Certify that Walter Scott & Hannah Scott his wife
who are personally known to me to be the real persons whose
names are subscribed to the above Mortgage appeared
before me this day, in person and acknowledged that
they executed and delivered the said Mortgage as their
free and voluntary act, for the uses and purposes
therein set forth. And the said Hannah Scott
wife of the said Walter Scott having been by
me examined, separate and apart and out of the
hearing of her husband and the contents and meaning
of the said Mortgage having been by me made
known and fully explained to her acknowledged

that she had freely and voluntarily Executed
the same and relinquished her dower to the lands
and tenements therein mentioned, without compulsion
of her said husband and that she did not
wish to retract the same.

Given under my hand and the Seal of
said Court this First day of November
A.D. 1855. "A. B. Cates Clerk"

And upon the back of aforesaid said Mortgage
is a "Certificate of Record" which is in the words
and figures following, to wit:

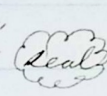
" State of Illinois }
" Lake County }"

This instrument was filed for
Record the 1st day of November A.D. 1855. and is
Recorded in Book C. of Mortgages on page 142.
143 & 144. "A. B. Cates, Clerk of the Circuit
Court of said County."

And also on the back of said Mortgage
which was filed in the office of the Clerk of
the Circuit Court aforesaid is an "Assignment
of Mortgage", which is in the words and figures
following, to wit:

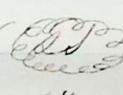
" Know all men by the present that I, R. E. Soper
within named, in consideration of one dollar to
me in hand paid by John P. Sedam of the of
Michigan, the receipt whereof is hereby acknowledged

have sold and assigned and by these presents
do sell and assign to the said John P. Sedam
the within instrument in writing, being a Mortgage
from Walter Scott & wife to me and Recorded in
Book C, of Mortgages page 142 & C. and all my
right ~~title~~ and interest in and to the same, author-
izing him, in my name or otherwise but at his
own expense, to enforce the same according to
the tenor thereof. In witness whereof I have
henceunto set my hand and seal this first
day of April One thousand Eight Hundred
and fifty nine."

Sealed and delivered in presence of } "R. E. Saper" 
"R. M. Hamilton"

State of Illinois }
Lake County } ^{ss} I, R. M. Hamilton a Justice
of the Peace in and for said County in the State
aforesaid do hereby certify that R. E. Saper who
is personally known to me as the real person
whose name is subscribed to the above transfer
appeared before me this day in person and ack-
nowledged that he executed and delivered the
said transfer as his free and voluntary act for
the uses and purposes therein set forth.

Given under my hand and seal this first
day of April 1859."

"R. M. Hamilton" 
"Justice of the Peace"

The Following is a copy of the Clerk's Certificate
of Record of the Assignment

State of Illinois
Lake County *3d* Filed for Record April 8th 1859.
and recorded in Book T. of Mortgages on page
585.
A. B. Cotes Clerk of the
Circuit Court of said County
by D. Brewer Dep ty.

And afterwards to wit; on the Fourteenth day
of June A.D. 1860, the same being one of the days
of the June Term of said Court, in and for the
County of Lake for the year last aforesaid Three
several notes were filed in the Office of the
Clerk of said Court ^{together with their several endorsements} which are in the words and
figures following to wit;

#606 $\frac{25}{100}$ Waukegan November 1st. 1855— Two years after
date for value received I promise to pay Remember E. Soper
or order Six Hundred and six dollars and twenty five
cents with interest payable annually."
"Walther Scott"

#606 $\frac{25}{100}$ Waukegan November 1st. 1855. Three years after date
for value received, I promise to pay Remember E. Soper or order
Six Hundred and six dollars and twenty five cents with interest
payable annually" "Walther Scott"

#606 $\frac{25}{100}$ Waukegan November 1st. 1855. Four years after date
for value received I promise to pay Remember E. Soper or
order Six hundred and Six dollars and twenty five
cents with interest payable annually."
"Walther Scott"

Endorsements on the note due in two years after date are in the words and figures following to wit:

" Nov. 1th 1836 Received the interest on the within note."

" Aug 17th 1838 Received on the within interest to date."

Endorsements on the note due in Three years after date are in the words and figures following to wit:

" Nov 1th 1836. Received the interest on the within note."

" Aug. 17th 1838 Received on the within interest to date."

Endorsements on the note due in Four years after date are in the words and figures following to wit:

" Nov. 1th 1836. Received the interest on the within note."

" Nov 1/37 Received on the within Three Hundred Dollars."

" Aug 17th 1838. Received on the within interest to date."

And that afterwards to wit on the Fiftenth
day of June A.D. 1860. the same being one of the
days of the October term of the Lake County
Circuit Court aforesaid, for the year last aforesaid,
proceedings were had in said court
which are entered of Record in the words and
figures following to wit:

John P. Selam
vs
Bill to foreclose Mortgage
Walter Scott and
Hannah Scott

This cause having been
this day brought on to be heard upon the bill of
Complaint filed herein, and answers and replications,
and the evidence, consisting of the notes and Mortgage
described in the Bill of Complaint, taken at the hearing
and it satisfactorily appearing to the Court that
there is due to the Complainant for principal and
interest the sum of One Thousand Six hundred
and eighty five dollars and twenty nine cents at
the date hereof, and it also appearing to the Court
that all the material facts set forth in the bill of
complaint herein are true, and the Court being now
fully advised in the premises, On Motion of Seabolt
Solicitor for Complainant it is ordered, adjudged
and decreed, and this court by virtue of the power
and authority in it vested doth order, adjudge,
and decree, that there is due to the complainant
upon said notes and Mortgage the sum of One
thousand Six Hundred and Eighty five dollars
and twenty nine cents, that the mortgaged premises,
described in the bill of Complaint herein as follows,

to wit: all the following described premises situated in
Lake County Illinois, to wit: commencing at the
North East corner of the South west quarter of
Section Eighth (18) Town Forty Six Forty Six
North Range twelve (12) East of the third prin-
cipal meridian and running thence South on the
quarter Section line One Hundred and twenty (120)
rods, thence West parallel with the South line of said
quarter Section to the West line thereof, thence north
on said west line, One Hundred and twenty rods to
the North west corner of said quarter section, thence
East One hundred and sixty rods to the place of
beginning, containing One Hundred and twenty
acres, and, also commencing at the North East
corner of the South East quarter of Section thirteenth
(13) Town Forty Six (46) North Range Eleven East of the
third P.M. and running thence west Sixty Six and
two thirds ($66\frac{2}{3}$) rods, thence South One hundred
and twenty (120) rods, thence East parallel to the
South line of said section to the east line thereof,
thence north on said east line to place of beginning
containing Fifty (50) acres. Also commencing twenty
(20) rods South of the north east corner of the north
East quarter of Section Fourteen (14) in the township
last aforesaid, running thence South twenty (20)
rods thence East Eighty rods (80) thence north twenty
(20) rods thence West Eighty (80) rods to the place of
beginning, containing ten (10) acres, also commencing
Forty (40) rods west of the South East corner of the South
West quarter of Section Eleven (11) in the town last
aforesaid (46 St. R. 11 E.) running thence North forty (40)
rods, thence west forty rods, thence South forty (40) rods
thence East forty (40) rods to the place of beginning

containing ten acres, the whole of the above described
tracts containing One Hundred and ninety acres more
or less, or so much thereof as may be necessary for
that purpose and may be sold separately without
prejudice to the interest of the owner thereof be sold
at public auction at the door of the Court House
in Waukegan in said county of Lake, by the Master
in Chancery of Lake County after he shall have
duly advertised said sale in the same manner
as is by law required in cases of sales of Real Estate
made by Sheriffs under execution, and that out
of the proceeds of said sale said Master pay to
the parties entitled thereto the costs and expenses
of this suit and of making said sale including
in said costs the sum of Fifty dollars to the
Solicitor of the Complainant herein as specified in
said Mortgage, and to the complainant or his
Solicitor the aforesaid sum of One Thousand Six
Hundred and eighty five dollars and twenty nine
cents and interest to the day of payment, and take
and file with his report of sale the vouchers for all
moneys paid by him by virtue hereof; and that said
Master execute and deliver to the purchaser or purchasers
at said sale due and proper Certificates, and Conveyances
according to law, and report to this Court his doings
in the premises with all convenient dispatch."

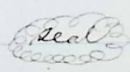
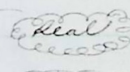
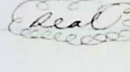
And it is further ordered, adjudged, and
decreed that the defendants herein and all persons
claiming under them be forever barred and foreclosed
of all right, title, interest and equity of redemption
in the said mortgaged premises so sold or any
part thereof."

And afterwards the said defendants pray
an appeal herein to the Supreme Court of
this State which is granted on condition that
the said defendants enter into bond, executed
according to law in the penal sum of Three
Thousand three Hundred dollars with J. W. Voak
as surety and file the same with the clerk of this
Court within ten days from this date."

And afterwards to wit: on the twenty third day
of June A.D. 1860, the same being a day in vacation
after the June Term of the Circuit Court in and
for said County of Lake, in the State of Illinois
for the year last aforesaid an Appeal Bond
was filed in the Office of the Clerk of the Circuit
Court of said County, which is in the words
and figures following, to wit:

"Know all men by these presents that me
Walker Scott & Hannah Scott his wife as
principals and J. Wesley Voak as surety are held
and firmly bound unto John P. Sedam in the
penal sum of Three Thousand and Three
Hundred dollars lawful money of the United
States of America to be paid to the said John P.
Sedam his Executors administrators and assigns
to which payment well and truly to be made we bind
ourselves our heirs Executors and administrators and
Every of them jointly & severally firmly by these presents
Sealed with our seals & dated the 18th day of June
A.D. 1860."

"The condition of the above obligation is such
" that whereas the above named John P. Sedam did
" at the June Term of the Circuit Court in and for the
" County of Lake and State of Illinois A.D. 1860,
" obtain a Decree and Judgment against the above
" bound Walter & Hannah Scott for the sum of
" One Thousand Six hundred eighty five dollars
" and twenty nine cents damages besides costs
" of suits, from which Judgment the said Hannah
" Scott & Walter Scott have taken an appeal to
" the Supreme Court of the State of Illinois,
" Now if the said Walter Scott & Hannah Scott
" shall duly prosecute said appeal and shall
" pay the Judgment, costs, interest and damages
" in the Lake County Circuit Court as well as
" in the Supreme Court of the State of Illinois
" in case said Judgment shall be affirmed.
" Then the above obligation to be void else to
" be and remain in full force & virtue."

"Walter Scott" 
"Hannah V. Scott" 
"J W Vack" 

And afterwards the costs which had accrued
in said Court in this cause were taxed and
entered of record and are in the words and
figures following to wit:

John P. Sedam vs Walter Scott and Hannah Scott
Bill to foreclose Mortgage

1860

February Term

Complainant's Costs

Cotes Clerk	Takg bond for costs 10 Sum & filg 40.	50	
"	Filg 4 pap. 20 doctg. suit 10. entg solrs app 10	40	
"	entg. ord. for leave 20.	20	
Ragan Shff	Serog 2 with sum. 100. 2 copies 100. 20 miles 100. 40. 10.	310	
Judge Fee	Hon. George Maniered. 3.00	3.00	
June Term	Doctg. suit 10 entg final decree (9 fols) 90	1.00	
"	Filg 4 pap. 20 makg & entg last bill 30	50	2.60
H. S. Seards	Fees as Solr. or atty. 50	50.00	
"			\$58.70

1860

Febry Term

Defendants Costs

Cotes Clerk	Entg. Solrs app. 10. filg 1 pap. 5.	15	
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State of Illinois } ss
Lake County }

I Josiah M. Truesdell Clerk of
the Circuit Court in and for the County of Lake
in the State aforesaid do hereby certify that
the above and the foregoing is a True Copy and
Transcript from the Records of said Court,
and of the papers in the Case of John P. Sedam
Complainant vs Walter Scott and Hannah Scott,
defendants, now on file in my Office

In testimony whereof I have
hereunto set my hand and affixed
the Seal of said Court at the City
of Waukegan in said County
this 15th day of April A.D. 1881.

J. M. Truesdell

Clerk

Fees of Clerk of Circuit Court of Lake County
on Transcript \$ 6.50

361

John P. Sedam

361

Walter Scott

Hannah Scott

Transcript of Records in Lake
Circuit Court.
Appeal to Supreme Court.

1861

Filed May 11, 1861
L. Leland
clerk

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8426, 45

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