

13926

No. _____

Supreme Court of Illinois

Galloway.

vs.

Bowen et al.

71641  7

United States of America.

STATE OF ILLINOIS, }
 } ss.
 COOK COUNTY.

PLEAS, before the Honorable E. S. Williams, one of the Judges
 of the Circuit Court of Cook County, at a term thereof begun and held at Chicago, in said County and State,
 on the third Monday, (being the 18th day) of December in the
 year of our Lord one thousand eight hundred and seventy six, and of the Independence of
 the United States the 10th

Present, HONORABLE E. S. Williams, one of the Judges of the Circuit
 Court of Cook County, State of Illinois.

L. L. MILLS, *State's Attorney.*

CHARLES KERN, *Sheriff.*

Attest: JACOB GROSS, *Clerk.*

Be it remembered that heretofore
~~to wit on the 26th day of~~
 April A.D. 1875. A. J. Galloway
 by his Attorneys E. W. and W. W. Evans
 filed in said Court his certain
 Bill of Complaint and caused
 to be issued out of said
 Court under the Seal thereof
 the Peoples Writ of Summons
 directed to the Sheriff of
 Cook County to execute which
 said Bill of Complaint and Sum-
 mons together with the Sheriff
 return thereon endorsed are
 in the words and figures
 following to wit

State of Illinois
Cook County } ss

To the Honorable the Judges
of the Circuit Court of Cook
County in the State of Illinois
In Chancery sitting

Your orator Andrew J. Galloway
Receiver of the National Insur-
ance Company, of the City
of Chicago County of Cook &
State of Illinois respectfully
represents unto your Honors
that on the 31st day of Decem-
ber A.D. 1868 ~~Samuel S. Ford~~
being indebted to the Stock
and Mutual Insurance Company
of the City of Chicago, in the
sum of Eighteen Hundred dollars
made and delivered to the said
Stock and Mutual Insurance
Company his certain promissory
note of that date & thereby
promised to pay to the or-
der of the said Stock &
Mutual Insurance Company
sixty days after demand the

said sum of Eighteen hundred dollars with interest at the rate of seven per cent per annum from date as will more readily appear by the said note ready to be produced in court and by copy of the same herewith attached & marked Exhibit 'A' & made part of this your orators bill of complaint.

And your orator further represents unto your Honors that payment was demanded up said note on or about the 11th day of March A.D. 1871 as will appear from said note & Exhibit 'A' hereto attached

And your orator further represents that to secure the payment of the principal sum above mentioned the said Knud K. Forast and Ongebar M. Forast his wife on the thirty first day of December in the year 1868

by their deed of Trust of that date conveyed to Henry S. Monroe in fee simple the following, described real estate with the appurtenances thereunto belonging situate in the City of Chicago, County of Cook & State of Illinois to wit: Lot number 41 four in Block Thirteen in Ogden's Addition to Chicago having a frontage of twenty four and a half feet and a depth of eight feet also one two story and frame dwelling thereon in trust nevertheless to secure the payment of the principal and interest as aforesaid of said note to the legal holder of the same, according to the tenor and effect thereof, which said deed of Trust was on the 14th day of January 1869 duly acknowledged and afterwards on the 6th day of March 1869 filed for record in the Recorder's office of Cook County

aforsaid as by the said
 Head of Trust and its ac-
 companying certificate of
 acknowledgement & recording
 ready to be produced in
 Court will more fully
 appear

And your Orator further
 represents that said promissory
 note has been duly assigned
 and transferred to the Nation-
 al Insurance Company of
 Chicago Illinois for a valu-
 able consideration and is
 now held and owned by
 your Orator as Receiver
 of said Company last
 aforsaid.

And your Orator further
 represents that on or about
 2^d day of April A.D. 1875
 your Orator was duly appoint-
 ed Receiver of the assets of
 the said Mutual Insurance
 Company by due and
 proper order of this Honora-
 ble Court & that in accordance

with said order, your orator soon after filed a Bond in said Court in the sum of \$20,000. and immediately thereafter entered upon the duties of his office.

And your orator further represents that he received among other assets of said Company the said note here in before more fully set forth and designated and that as such Receiver he brings this Bill to enforce payment of said note.

And your Orator further represents that since said note was made as aforesaid there has been paid upon said note the sum of Two Hundred Dollars, which said payment is duly endorsed upon said note, as will more fully appear from said note.

And your orator further represents unto your Honor

that there is now due your Orator the sum of sixteen hundred dollars with interest thereon at the rate of seven per cent per annum from the date of said note as aforesaid - and that the said principal sum + interest thereon, still remains due and unpaid your orator although the same long since became due by reason whereof the said property so deeded in trust to the said Monroe as aforesaid, has become liable to be sold by the said Henry S Monroe to satisfy said indebtedness according to the terms + conditions of said Trust Deed as by reference thereto will more fully appear

And your Orator further represents that William C Grant and George Gardner of Chicago Illinois have or claim to have some interest

in said premises so decided
in trust as aforesaid or in
some part thereof as pur-
chasers. Mortgagee judgment
creditors which interests if any
there be have accrued sub-
sequent to the mak- of
said Trust Deed (to the stock
& Mutual Ins Co) as aforesaid
and are subject thereto.

And your Orator further
represents unto your Honors
that prior to the making
of said Trust Deed as afore-
said lots one and two
in said Block 13 of Ogden
Addition to Chicago had been
duly recorded subdivided into
sub lots and that at the
time of making said Trust
Deed as aforesaid the said
Kenid K Horast, was the fee
simple owner of sub lot
four in the subdivision
last aforesaid & was not
the owner of original Lot
4 on the original plat

And your Orator further

represents that the said Forcast intended to and did convey sub lot four, in Block 13 of Ogden's Addition to Chicago and that said sub lot four was described as lot four (4) instead of sub lot four intended to be conveyed as aforesaid in and by said Trust deed as above described and that the recital in said Trust deed of lot 4 was so made by mistake and the said recital should have been sub lot instead of lot 4 as was written.

And your orator further represents that said sub lot four was and is twenty four & one half feet in frontage and eighty feet in depth & had thereon at the time of making said deed one two story & basement frame dwelling which said dwelling your orator is informed & believes has been raised & enlarged since said deed

was made, and still remains upon said lot, and said Forast has ever since & now is in possession of said sub Lot # 4 & has never had possession of original lot 4

And your orator further represents that at the time of making said deed in the belief of your orator, (he so charging the fact to be that) the said Forast was not the owner of the original Lot four in Block 13 aforesaid and that said original Lot four as originally subdivided was and is of larger size than said sub Lot four being of forty feet frontage, and in depth about one hundred and sixteen feet.

And your orator further represents that excepting lot four instead of sub-lot four the description in said Trust Deed (so made as here in stated), applied exactly to sub lot four in frontage

depth and appurtenances thereon and does not apply to the original Lot four in said Block 13 in Ogden's addition to Chicago, neither in length or breadth thereof

And your orator further represents that said deed was made in trust and that in case of a default in the payment of said note herebefore mentioned or any part thereof, according to the tenor and effect of said note then on application of the legal holder of said note the said Henry Ermonor was & is required to sell and dispose of said premises and all right title equity & benefit of redemption of said land to Horast and Ingebor M Horast his wife their heirs and assigns therein as will more fully at large appear from said Trust Deed.

13 For as much therefore as your

14 orator is without remedy in
15 the premises except in a Court
16 of equity and to the end
17 that the said Rensd K Horraast
18 Ingebar M Horraast, William C
19 Ysant and George Gardner
20 who are made parties de-
fendant to this bill may
be required to make full
and direct answer to the
same (but not under oath
the answer under oath
being hereby waived) that
an account may be taken
in this behalf by or under
the direction of the Court
that the said defendant
Rensd K Horraast may be de-
creed to pay to your or-
ator whatever sum shall
appear to be due to him
upon taking such account
together with the costs of
this proceeding by a short
day to be fixed by the Court
and that said Trust Decd so
made by said Horraast to said
Monroe as herein stated may

be corrected, as to the description of the lot therein.

named, and that said description as corrected shall read sub-lot (4) instead of Lot (4)

as the same now reads

That in default of such payment, the said premises Sub-Lot (4) Four in Block 13 of Ogden's Addition to Chicago so conveyed by deed of Trust as aforesaid to Henry S. Monro may be sold as the Court may direct to satisfy such debt & costs;

That in case of such sale the defendants and all persons claiming through or under them may be forever barred & foreclosed of all right or equity of redemption of said property so deceded in trust as aforesaid

And that your orator may have such other and further relief in the premises as equity may require to your Honors shall seem

meet.

1 May it please your Honor
2 to grant the Writ of Summons
3 in Chancery directed to the Sher.
4 iff of said County of Cook
5 commanding him that he
6 summon the said Defendants
7 René K. Horast Ingeber M
8 Horast. William Grant
9 George Gardner Elias R Bower

to appear before the said
court on the first day of
the next May Term thereof
to be held in the City
of Chicago in the County of
Cook aforesaid and there
& there to answer this Bill
etc

Edw & Wm Evans { A. J. Galloway, Receiver
Sole & complete } of the National Insurance
Company of Chicago

Chicago Apr 20
a20 1875 } A. J. Galloway
Receiver of the National
Insurance Company of
Chicago.

Exhibit 'a'

\$1800.

Chicago December 31st 1868
 Sixty days after demand, after
 date I promise to pay to
 the order of the Stock
 and Mutual Insurance Com-
 pany. Eighteen hundred Dol-
 lars - at their Office in Chicago
 with interest at the rate of
 seven per cent per annum
 from date. Value received.

H. K. Forast.

This note secured by Mortgage
 properly stamped.

Payment demanded this eleventh
 day of March 1871.

L. B. N. P.

Endorsed.

Received on this note Two
 Thousand Dollars at the date
 given. the intention is to
 reduce this note to sixteen
 Thousand dollars.

Pay National Ins Co or
 order.

Stock & Mutual Ins Co

D. E. Laman

Asst Secy -

Pay State Ins Co or order

National Ins Co per

A. J. Galloway

Vice Presdt

Summons

State of Illinois
County of Cook

The People of the State
of Illinois

To the Sheriff of said
County greeting:

We command you that
you summon ~~David H. Forast~~
Dungeber M Forast William C.
Grant George Gardner and
Elias R Bowen if they shall
be found personally to be
and appear before the Cir-
cuit Court of Cook County
on the first day of the
next Term thereof, to be
holden at the Court House
in Chicago, in said Cook
County, on the third Monday
of June next, to answer unto
Andrew J Galloway Receiver

of the National Insurance Company in his certain Bill of Complaint filed in said Court on the Chancery side thereof.

and have you then and there this writ, with an endorsement thereon in what manner you shall have executed the same.

Witness Jacob Gross Clerk of said Court and the seal thereof, at Chicago in said County this 26th day of May A.D. 1875

Jacob Gross Clerk

(Seal)

Endorsed.

Served the within writ by delivering a copy thereof to the within named Ingelbor W. Forast William to Grant and George Gardner also served the within named Henri W. Forast by delivering a copy thereof to Ingelbor W. Forast a member of the family upwards of the age of ten years

at the usual place of abode
of said defendant informing
her of the contents thereof this
11th day of June 1875, The other
defendant not found in
my County this 21st day
of June 1875.

Francis Agnew Sheriff
By H. B. Golpin Deputy

100 Paid

300 Paid

And thereupon afterwards
to wit on the 25th
day of June A.D. 1875
a certain Sumner to
Complainant's Bill of Com-
plaint was filed in
said cause in words
and figures following
to wit.

Sumner

State of Illinois }
Cook County }³³

Circuit Court of
Cook County.
In Chancery.

The demurrer of Edward H. Forast, Ingobar M. Forast his wife and William H. Grant defendants to the bill of complaint of Andrew J. Galoway, Receiver of the National Insurance Company of Chicago, Complainant.

These defendants by protestation, not confessing or acknowledging all or any of the ~~of~~ the matters or things in the said complainants bill ~~of~~ complaint to be true, in such manner and form as the same are therein set forth and alleged, do demur thereto, and for cause of demurrer show that the said complainant has not in and by his said bill made or stated such a case as does or ought to entitle him to any such discovery or relief as is thereby sought and prayed for from or against these defendants

Wherefore these defendants
demand the judgment of this
Honorable Court whether they
shall be compelled to make any
other or further answer to
said bill or any of the
matters therein contained, and
pray to be hence dismissed with
their reasonable costs in
this behalf sustained.

Grant & Swift
Sols & of Counsel
for said Defendants

And thereupon afterwards
to wit on the 30th day
of November A.D. 1875
there was issued out of
said Court under the seal
thereof an alias Writ of
Summons directed to the
Sheriff of Cook County to
execute which said ^{alias} writ
together with the Sheriffs
return thereon endorsed
are in the words and
figures following to wit

Salis
Summons.

State of Illinois }
County of Cook, }³⁸

The People of the State
of Illinois

To the Sheriff of said
County greeting:

We again command
you that you summon Elias
R. Bowen impleaded with
Henud B. Horraast et al if he
shall be found in your
County, personally to be and
appear before the Circuit
Court of Cook County, on the
first day of the next Term
thereof to be holden at
the Court House in Chi-
cago, in said Cook County
on the third Monday of
December next to answer
^{unto} J. Galloway Receiver of the
National Insurance Company
in his certain Bill of
Complaint filed in said
Court on the Chancery side
thereof

and have you there and
there this writ, with an

dorsement thereon in what man-
ner you shall have executed
the same.

Witness Jacob Gross
Clerk of said Court^{and}
the seal thereof at Chi-
cago in said County
this 30th day of Novem-
ber A.D. 1875

Jacob Gross
Clerk

Endorsed.

Served the within writ by de-
livering a copy thereof to Libbie
Bowen a member of the family
upwards of the age of ten
years and at the usual place
of abode of the within named
Elias B. Bowen informing her of
the contents thereof this 10th day
of December 1875

Francis Agnew Sheriff
Fees 1.00 By H. B. Galpin Deputy

And Thereupon on the 20th day
of June A.D. 1875 a certain order was
made and entered of record in
words^{and} figure following to wit

Order 20.75

Andrew J Galloway.

Receiver of the National

Insurance Company

of Chicago

15980

1103

vs

Hend Ho Forrest et al

Bill

This day came W. M. Mathews Esq and entered his appearance as Solicitor for Elias R Bowen one of the defendants herein.

And on motion it is ordered that the time for said defendant to plead answer or demur to the Bill of complaint in said cause be and it hereby is extended twenty days from date.

And thereupon afterwards to wit on the 11th day of January A.D. 1876 a certain order was made and entered of record and certain Amendments to said Bill of complaint were filed which said order and Amendments are in the words and figures following

Ord Jan 11. 76

Andrew J Galloway
Receiver of the National
Insurance Company
of Chicago

15980

1103

vs

} Bill

Kenud S Forsaith
Ingeber M Forsaith
William S Grant.
George Gardner and
Elias R Bowen

This day came on to be heard the demurrer of the defendants to the Bill of complaint in said cause which was argued by counsel and the Court being now fully advised in the premises doth sustain said demurrer.

And on motion it is ordered, that leave be and it hereby is granted said complainant, to amend his Bill of complaint in said cause by making Henry S Monroe Trustee a party defendant thereto

And on motion it is further ordered, that said de.

defendants be and they hereby
are ruled to plead, answer
or demur to the amended Bill
of Complaint in said cause
within twenty days from date

Amend to Bill

Circuit Court }
Cook County }

Andrew J Galloway
Receiver of the National
Insurance

vs

Samuel K Forraast
Ingber M Forraast
William K Grant
George Gardner
Elias R Bonner^{ad}
Henry S Monroe
additional defendant

In Chancery

Amendment to the Bill
of Complaint in this cause
made pursuant to and order
of the Court entered on the
11th day of January A.D. 1876
First. In the month of

of the (6th) sixth page of said bill after the word "that" interline "Elias R Bowen"

Second. In the (19th) nineteenth line of the ninth (9th) page after the word "grant" insert "Henry S Monroe Elias R Bowen"

Third. Add the name of "Henry S Monroe of Chicago Cook County + State of Illinois" as a defendant in the ninth line of the eleventh page after the word "Bowen"

E. H. + W. W. Evans,
Sols for Complainant

I hereby enter my appearance in the above entitled cause + for answer to said Bill and amended Bill deny each and every allegation of said Bill and amended Bill

H. S. Monroe
In propria Persona

And thereupon afterwards to wit on the 12th day of June A.D. 1876 the following among other proceedings were had and entered of record in said court to wit

Ord June 1. 76

15980

Andrew J Galloway }
Receiver &c

1103 vs

Samuel H Thorpe }
et al

} Bill ^{and}
Amended Bill

On motion of Solicitors for the complainant it is ordered that the defendants herein be and they hereby are ruled to plead answer or demur to the amended Bill of Complaint in said cause within twenty days from date.

}

This defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage by way of exception or otherwise that can or may be had ^{or} taken to the many errors uncertainties and imperfections in the said bill contained for answer thereto or to so much and such parts thereof as this defendant is advised it is material or necessary for him to make answer unto answering says

That this defendant admits that on or about the 31st day of December 1868. Round to Horvath made and delivered to the Stock and Mutual Insurance Company of the City of Chicago his certain promissory note in the nominal sum of Eighteen Hundred Dollars, and that said note was drawn payable in sixty days after demand and with interest

at seven per cent per annum as alleged in said bill. But this defendant denies the existence of the alleged indebtedness of said ~~Worast~~ to said Stock and Mutual Insurance Company, and on information and belief states the truth to be that no such indebtedness actually existed but that said note was made and given by said ~~Worast~~ without any consideration at the time and that no consideration was ever given or received therefor and that the promised and expected consideration for the said note wholly failed.

Defendant further states on information and belief that the promised consideration for said note was certain certificates of shares of stock in the said Stock and Mutual Insurance Company which certificates were never made and delivered to

said Horraast by said Insurance
Company as agreed by the
Officers thereof when said
note was made.

Defendant further answering
as to the demand for the
payment of said note, having
been made upon the said
Horraast on or about the
11th day of March 1871 as
alleged says that he has
no knowledge but from
information and belief, denies
that such demand was ac-
tually made at that time
or at any other time either
before or since.

This Defendant further an-
swering admits that the said
Henri H Horraast and Ingeber
M Horraast his wife made a
certain Trust Deed to Henry
S Monroe as Trustee designed
to secure the payment of
said note, of Lot four in
Block Thirteen in Ogden ad-
dition to Chicago as alleged
in said Bill which deed

was dated the said 31st day of December 1868, and that the said deed was filed for record on the 6th day of March 1869 as alleged.

Defendant further answering admits that said note was assigned and transferred by the said Stock and Mutual Insurance Company to the National Insurance Company and admits that the said note is now held by the complainant as alleged as Receiver of the said National Insurance Company.

This Defendant cannot say whether the said assignment and transfer were for a valuable consideration as alleged or not, but defendant states on information and belief and so charges the fact to be that when such assignment and transfer was made of the said note it was in fraud of the rights of the maker of said note and

that the said National Insurance Company and its Officers well knew that the said note was in the possession of the said Stock and Mutual Insurance Company without consideration and should have been transferred to the maker thereof and the said Trust deed nominally held as security therefor released - and this defendant denies that the said note is now the property of or is rightfully held by said Complainant as alleged, and on the contrary insists that the same was from the beginning and is absolutely void.

This Defendant further answering admits that the Complainant in said Bill was on or about the 2^d day April 1875 appointed Receiver of the assets of the said National Insurance Company and that he filed his Bond as alleged in said Bill - and admits that the

said complainant has possession of said note but defendant denies the right of the complainant thereto, and on the contrary insists the same is wrongfully and fraudulently held by complainant and should be surrendered to the maker thereof and that said trust deed should be released.

This defendant further answering denies that there has ever been as alleged any payment made on the said note of \$200. or of any other sum but admits that there is an endorsement thereon as shown by the copy of said note set out in said Bill, and defendant on information and belief states the facts to be with reference to said endorsement and said alleged payment, that after the said note was made and left in the hands of the officers of the said Stock and Mutual Insurance Company

and after the said Trust Deed was drawn and signed but before the acknowledgment thereof on the 14th day of January 1869 as alleged.

The original agreement as to the amount of Stock that was to be issued and delivered therefor was by some caprice of the said Officers changed and they proposed to issue and deliver a less amount of stock to said Forreast, and the said endorsement was thereupon made for the purpose of reducing said note to ~~the same amount~~ with said reduced amount of stock so promised to be issued and delivered therefor and that no payment was made upon said note of the said Two Hundred Dollars so endorsed, nor was any certificate of Stock ever issued to said Forreast under the said agreement for the sixteen Hundred Dollars then left

represented by said note or for any part thereof

This defendant further answering admits that said note has never been paid But denies that the same is due or that the interest thereon is due as alleged to complainant, and denies that the said premises have become liable to be sold to pay the said sum of \$1600. or any other sum to the said complainant. But on the contrary states and insists, That the said note should be surrendered to the said Foreast and a release should be made of the said Trust Deed, given to secure the same, because of the failure of all consideration therefor as hereinbefore stated, and charged -

This defendant further states with regard to the said note That the holders thereof have never made any attempt

to collect or enforce the payment of the same or of any interest thereon well knowing that the same was not a valid indebtedness and that while the said Forcast was financially sound and able to pay all his just debts the said note was permitted to sleep in their possession without any effort to collect the same because they knew it to be invalid and worthless -

And defendant further states that the said Forcast has recently to wit within two years past become financially involved, and has more recently to wit within two months past been discharged from his indebtedness by an order of the United States District Court for the Northern District of Illinois in a Bankruptcy proceeding therein for which reason he said Forcast has no further ^{interest} in making defense

thereto, and defendant submits that even if the said note was valid the said Forest has become discharged from its payment and that it should not now be made a lien upon the property of this defendant.

This defendant further avers saying, That the said George Gardner Defendant was at one time prior to the 23rd day of November 1872 a trustee in a certain Trust deed made by said Forest & wife to secure a certain indebtedness of said Forest to one Ambrose Plamondon incurred for certain machinery purchased by said Forest of the said Plamondon for a certain mill in which said Forest was interested and defendant further states that said indebtedness was never paid, and that failing to collect the same the holder thereof called upon

the said Trustee to sell the property so held as security therefor which was accordingly done and that the said Trust was fully executed and the property held as security therefor to wit: Sub Lot Four of the subdivision of Lots One and Two in Block Thirteen Ogden's addition to Chicago was sold thereunder on or about the 23rd day of November A.D. 1874. That the said Ambrose Plamondon became the purchaser of the said property at said sale and that the said Gardner as Trustee made conveyance thereof to the said Ambrose Plamondon in pursuance of said purchase and this defendant further says, That said Plamondon became the purchaser and owner of said sub. Lot Four and acquired possession thereof by reason of said sale

without notice or any knowledge or information, that the said Trust deed of said Horstast and wife to said Monroe conveyed or was claimed to convey any interest in said sub Lot four or affected said sub Lot in any manner whatsoever.

Defendant is not advised that the said Gardiner since said date holds or claims any further interest therein or that he has any claim or interest in Lot Four Block 13- of Ogden addition upon which the Trust Deed to the said Monroe was made as aforesaid.

And defendant further answering on information and belief states that William to grant one of the defendants in said Bill is Trustee in a certain other Trust Deed or security given by said Horstast and wife on sub Lot ^{Four of Lots} one of and two in said

Block 13. for a certain indebtedness of said Forast
But of the nature or condition of said matter this
Defendant is not fully advised and cannot further state

Defendant further answering denies that such interests as heretofore recited accrued or such Trusts were made as alleged subject to the said Trust Deed. to the said Monro or to the alleged claims of the said Stock and Mutual Insurance Company as alleged in said complaint and on the contrary avers that the several parties acquiring such interests and receiving such Trusts had no notice or knowledge that any such claim existed against said Forast or any such lien upon such property either legal or equitable

This defendant further answering admits that at the

time of the making of the
 of said Trust deed by said
 Horvath and wife to the
 said Henry S. Monroe Lots
 one and two in said
 Block 13 in Ogden's addi-
 tion to Chicago had been
 subdivided into sub lots
 and admits that at that
 time said Horvath was the
 owner or reputed owner
 of sub Lot Four of said
 subdivision, and as to the
 ownership of the original
 Lot Four in said Block
 13 Defendant denies complain-
 ant's allegation that he
 was not the owner thereof
 and on the contrary upon
 information and belief states
 the truth to be that said
 Horvath had purchased and
 had possession and control
 of and was or claimed to
 be the owner of said Lot
 Four in Block 13 aforesaid
 and that he the said Horvath
 intended to perfect his title

thereof for which he held control, and intended the trust deed to said Monroe to convey in Trust his interest in the said Lot Four which it actually did convey.

And this defendant denies that said Forast and wife intended to convey in said Trust Deed said sub Lot Four of Lots one and two instead of said original Lot Four as alleged in said Bill but on the contrary avers on information and belief that the said Trust Deed was intended to convey and did convey the interest said Forast and wife had in said original Lot Four and the interest or estate therein they expected to secure by perfecting their title thereto and that said Trust Deed was not intended to convey and did not convey the

said sub lot Four of Lots one and Two as claimed

This defendant further answering denies that the respective sizes and dimensions or descriptions of said Lot Four and said sub Lot Four are as stated in said Bill and on the contrary states on information and belief that the description of Lot Four given in said Bill is very nearly accurate but avers that the description therein given of sub Lot Four applies to another sub Lot in said subdivision but does not apply to sub Lot Four as alleged - and further avers that said sub Lot Four is as shown by the recorded plat of said subdivision only twenty three feet in width instead of twenty four and a half feet as alleged.

And this defendant insists that the description of Lot Four as given in said Trust

Deed is not a description of said Sub Lot Four as alleged and insists that if as Complainant charges said lot was originally intended to be conveyed by said Trust Deed the variance in description was so great that no notice was given thereby to other parties and that no equitable interests of parties acquired in said Sub Lot Four of Lots One and Two without such notice should be now interfered ^{with} or set aside or be subordinate to complainant's claim by this honorable court.

This defendant states that he is the owner of and in possession of the said Sub Lot Four of Lots One and Two in said Block Thirteen aforesaid and that said ownership and interests therein were acquired long before the complainant or the said National Insurance Company or said Block and Mutual Insu

rance Company or any other
 person claimed or set up any
 interest therein or any right
 thereto by virtue of said
 Trust deed to said Henry
 S Monroe or by virtue of
 the aforesaid Note of said
 Henry S Fordast to the said
^{Stock and}
 Mutual Insurance Company
 And for greater precision
 as to the interests of Defend-
 ant therein states that he
 is the owner of certain judg-
 ments in large amounts ob-
 tained against said Fordast
 for moneys actually had and
 used by him, which judgments
 are liens upon said premises
 or upon any interests said
 Fordast had therein as shown
 of record at the time said
 judgments were obtained - That
 Defendant when said judg-
 ments were obtained found
 that the said premises had
 been seized and sold under
 execution issued upon a prior
 judgment, and that undersaid

execution sale one David Heyman
had become the purchaser
and owner of said premises

And further states that the
defendant purchased of the
said David Heyman for a
valuable consideration all his
right, title and interest therein
and received said Heymans
Deed of Conveyance thereof
On or about the second
day of March 1875

Defendant further states that
he has since purchased the
said sub Lot Four and ac-
quired the title thereto from
One Thomas H Webster, that
said Webster purchased the
same from the said Ambrose
Plamondon on or, about the
said second day of March
A.D., 1875 and obtained posses-
sion thereof and held the
same until the conveyance
thereof to this Defendant when
he gave possession to this
Defendant and that the
same is now in the possession

of this defendant by virtue of the said purchase and conveyance, and defendant avers that the said Blawiston and the title of the said Webster to the said property were acquired for a valuable consideration and were acquired without notice or any knowledge of any claim thereon by or by reason of the said note held by complainant or of the said Trust Deed to the said Henry & Monroe

And Defendant further states that on or about the said second day of March 1875, this Defendant purchased of said Forast and wife all their interest in and equity of redemption of said premises for a valuable consideration and received from them a conveyance thereof, all of which before recited judgments, deeds and conveyances this defendant states and avers were obtained in good faith and

for valuable considerations and without notice of or information that complainant or any other party claimed that the said Sub Lot Four of Lots One and Two aforesaid was held as security for or was claimed to be the property held as security for the said Horrocks said note to the said Stock and Mutual Insurance Company and as defendant avers before the plan was formed or the thought conceived by complainant or any other of said parties to set up any claim to said Sub Lot Four of Lots One and Two aforesaid or that said Sub Lot was the property intended in the said Trust Deed to the said Monroe.

And defendant claims and insists that the record of the said Trust Deed was no notice to defendants or to any parties through whom this defendant acquired title to and possession of the said

premises that it was any
 lien upon said property and
 insists that the said plan
 and conception of complain-
 ant to subject Defendants
 property to the lien thereof
 is fraudulent in design and
 purpose and that the said
 claim is made in fraud
 of Defendants rights and con-
 trary to equity and good
 conscience, and defendant in-
 sists that the prayer of Com-
 plainant in said bill to
 declare it a lien upon
 Defendants property ought
 not therefore to be granted.

And this defendant fur-
 ther says that there is
 in said Complainant's Bill
 no other matter thing or
 cause contained material or
 necessary for this defendant
 to make answer unto and
 not herein and hereby well
 and truly sufficiently answered
 confessed traversed avoided or
 denied, and that the foregoing

answer is true to the knowl-
edge or belief of this de-
fendant,

All which matters and
things this defendant is
ready and willing to aver
maintain and prove as this
Honorable Court shall direct
and defendant prays to be
hence dismissed with his
reasonable costs and charges
in this behalf most wrong-
fully sustained.

Elias A Bowen
W. M. Matthews
Sole and of }
counsel

And thereupon afterwards
to wit on the 16th day
of November A.D. 1876
there was filed in said
cause a certain Repli-
cation to the answer of
E. B. Bowen in words
and figures following
to wit

Replication

Circuit Court }
Cook County }

Andrew J Galloway }
Receiver &c }
vs } In Chancery
Donald K Forrest }
et al }

The Replication of Andrew J Galloway Receiver &c to the separate answer of Elias R Bowen one of said Defendants.

This replicant saving and reserving unto himself, all and all manner of advantage of exception to the manifold insufficiencies of said answer for replication thereunto says that he will aver and prove his said bill to be true certain and sufficient in law to be answered unto, and that the said answer of said defendant is uncertain untrue and insufficient to be

replied unto by this repliant
without this that any other
matter or thing whatsoever
in said answer contained
material or effectual in law
to be replied unto con-
fessed avoided traversed or
denied is true all which
matters and things this
repliant is and will be
ready to aver & prove as
this Honorable Court shall
direct and humbly prays
as in and by his said
bill he has already prayed

E. W. + W. W. Evans

Solrs for Complainant

And thereupon afterwards
to wit on the 27th day
of November A.D., 1876 there
was filed in said cause
the certain answer of Robert
& Jenkins Assignees &c and
a certain Replication to the
answers of said Monroe ^{and}
Jenkins, and a certain
order was made and en-
tered of record, all of
which are in the words
and figures following to wit

Ans of Jenkins

Circuit Court }
Leock County }.

Samuel K Foreast }
Ingebor M Foreast }
William K Grant }
Elias R Bowen }
George Gardner }
Henry S Monroe }
ads }

Andrew J Galloway Receiver }
of the National }
Insurance Company }

In Chancery.

The separate

answer of Robert O Jenkins
Assignee of said Edmund Forrest
a bankrupt to the amended Bill
of Complaint filed in said
cause by said complainant

This defendant having and
reserving unto himself all benefit
of exception to the manifold
errors and insufficiencies in
said Bill contained, for an-
swer therunto or so much
thereof as this defendant is
advised is material or neces-
sary for him to make an-
swer unto answering says
that as to all and singu-
lar the allegations charges
and averments in said bill of
complaint contained he is
ignorant and has no knowl-
edge, and further that he
neither admits nor denies
any or either of said alle-
gations in said Bill contained
but calls upon said com-
plainant to make strict
proof thereof as he is by

the rules of this Court required to do.

And now having answered all and singular the allegations in said Bill contained, this defendant prays to be hence dismissed with his reasonable charges in this behalf most wrongfully sustained

Robert E Jenkins
Assignee of said
Henry H Forrest

Replication Circuit Court } October Term
Cook County } 33 A.D. 1876

Andrew J Galloway }
Plaintiff }
vs } In Chancery
Henry H Forrest }
et al }

The Replication of Andrew J Galloway Plt., Complainant to the separate answer of Henry H Forrest and Robert E Jenkins Assignee in Bankruptcy of Henry H Forrest.

This replicant saving and

reserving unto himself all and
all manner of advantage of
exception to the manifold in-
sufficiencies of the said an-
swers for replication thereunto
says that he will ever
maintain and prove his
said bill to be true cer-
tain and sufficient in law
to be answered unto and
that the said answers of
the said defendants are
uncertain untrue and insuf-
ficient to be replied unto by
this repliant without this
that any other matter or
thing whatsoever in the said
answer contained, material
or effectual in law to be
replied unto confessed and
avoided, traversed or denied
is true, all which matters
& things this repliant is^{ed}
will be ready and willing
to aver & prove as this
Honorable Court shall direct
and humbly prays as in
and by his said Bill he

has already prayed.

E. H. & W. H. Evans

Solrs for Complainant

Ord No 27,76

15980

Andrew J Galloway
Receiver of the National
Insurance Company
of Chicago

601 vs
Hendrick Horraast

Ingeber M Horraast

William K Grant

George Gardner and

Elias R Bower

} Bill and
Amended
Bill

It appearing to the court that said defendants Ingeber M Horraast William K Grant and George Gardner have failed to answer the Amended Bill of Complaint in said cause as required by the Rule heretofore entered herein

On motion it is ordered that said defendants answer the amended Bill of complaint in said cause instantly.

and said defendants though solemnly called in open court

same not but made default
Whereupon on motion, it
is ordered that the amended
Bill of complaint in said
cause be and it hereby
is taken as confessed by
said defendants. Ingebor M
Horsast William to Grant and
George Gardner.

and thereupon the Solicitors
for the said Complainant
suggests the Bankruptcy of
the said defendant David K
Horsast

and on motion it is
further ordered that Robert
E Jenkins Assignee in Bankruptcy
of said defendant David K
Horsast be, and he hereby is
substituted as defendant in
place of said bankrupt.

and thereupon afterward
to wit on the 4th day
of December A.D., 1876
a certain order was
made and entered of record
in said cause in

in words and figures
following to wit

Ord Dec 4, 76

Andrew J Galloway
Receiver of the National
Insurance Company
of Chicago

15980

601

} Bill

Robert E Jenkins
Assignee in Bank-
ruptcy of Edmund K.
Howard et al

On Motion of
Solicitor for the Complainant
it is ordered, that said cause
be and it hereby is referred
to Horatio L Hait Esq one
of the Masters in Chancery
of this Court to take proof
of all the material alle-
gations in the said Bill
contained and report the
same to this Court with
all convenient speed.

And thereupon afterwards
to wit on the 30th day
of December A.D. 1876
a certain order was made
and entered of record in
said cause and a certain
Masters Report was filed
which said order and
Report are in the words
and figures following
to wit.

Ord Dec 30.76

Andrew J Galloway }
Receiver of the National }
Insurance Company }
of Chicago }
601 vs } Bill and

15980

Robert B Jenkins } Amended Bill
Assignee in Bankruptcy }
of David H Forsaeth }
Ingeber M Forsaeth }
William G Grant }
George Gardner Elias }
R Power and }
Henry S Monroe }

And now on
this day comes the complaint
ant by E. W. and W. W. Evans his

And thereupon afterwards
to wit on the 30th day
of December A.D. 1876
a certain order was made
and entered of record in
said cause and a certain
Masters Report was filed
which said order and
Report are in the words
and figures following
to wit.

Ord Dec 30.76

15980

Andrew J Galloway }
Receiver of the National }
Insurance Company }
of Chicago }
601 vs } Bill^{and}
Robert E Jenkins } Amended Bill
Assignee in Bankruptcy }
of Bond R Forsaat }
Ingebor M Forsaat }
William C Grant }
George Gardner Elias }
R Power and }
Henry S Monroe }

And now on
this day comes the complaint
ant by E. W. and W. W. Evans his

Solicitors, and it appearing to the Court here from the Writ issued herein to the Sheriff of Cook County and the return thereon that the defendants René H. Forcast, Ingeber M. Forcast, Willaue G. Grant, George Gardner, Elias R. Bowen and Henry S. Monroe, had been regularly served with process herein at least ten days prior to the first day of the present term of this Court and the Court having ordered this cause to be referred to Walter L. Wait one of the Masters in Chancery of this Court to take proof of the matters stated in the Bill and to report thereon, and to compute the amount due the complainant upon the promissory note and trust deed mentioned in said bill. And the said Master having made report thereof to the Court which said report is hereby approved and confirmed by the Court

and said defendants N. N. Horraast
and J. M. Horraast, Grant and Gardner
being defaulted for want of
Answer to Bill and amended
Bill and same taken as con-
fessed as to said defend-
ants last named as well
as the original

And thereupon this cause
coming on for a final hearing
upon the bill and answer
of Elias R Bower defendant
therein and Henry S Monroe^{and}
Robert E Jenkins, Assignee in
Bankruptcy of said N. N. Horraast
and the Court being fully ad-
vised in the premises doth
find, That the allegations
in said bill contained are
true, as therein stated, That
the Court has jurisdiction of
the subject matter of this
cause, and has jurisdiction
of said N. N. Horraast Ingebor
M Horraast William S Grant
George Gardner and Henry S
Monroe the parties in this
cause, and that the equity

of this cause is with the complainant, and that the said Knud K Forraast and Ingeber M Forraast, did on the 31st day of December A.D. 1868 did by their deed of trust of that date convey to Henry S Monnor (Trustee) Lot 4 in Block 13 in Ogden's Addition to Chicago having a frontage of $24\frac{1}{2}$ and a depth of 80 feet, also one two story and basement frame building thereon (which lot therein described as Lot 4 was intended to describe and in fact did describe sub lot 4 in said Block 13.) which said Trust deed was so made to secure the payment of the promissory note of Knud K Forraast, made by said Forraast on the thirty first day of December A.D. 1868 to the Stock and Mutual Insurance Company of Chicago for the sum of \$1000. and therein promised to pay to said Insurance

Company or order the sum of
\$1800. with interest at seven per
cent from date sixty days af-
ter demand, which said prom-
issory note and trust deed
was duly delivered to and was
owned by said Stock and
Mutual Insurance Co of Chicago
and was by said Stock and
Mutual Co on the 8th day
of January A.D. 1870 for a
valuable consideration assign-
ed to the National Insurance
Co and afterwards to wit on
the 11th day of March A.D.
1871 duly demanded of said
Horast and now belongs to
the assets of said National
Co and is now held by Com-
plainant above. that there is
now due from said Henry
K Horast on said note to
said complainant Andrew J
Galloway (Receiver of the Nation-
al Insurance Company for prin-
cipal and interest on said
promissory note the sum of
\$2,495.38. Twenty Four Hundred

and ninety five dollars and thirty eight cents, and that the said Bond to Forest in said Deed of Trust so made to said Henry S Monroe to secure the payment of said sum, did intend therein to make said deed of trust upon Sub Lot 4 in Block 13, in Ogden's Addition to Chicago. That the said Forest then owned said Sub Lot 4 and did not own Lot 4, in said Block. That said sub Lot 4 was 23 feet frontage and 80 feet deep and had thereon a two story and basement frame building, which said Lot 4 in said Block had a frontage of 40 feet and depth of 116 feet. That said Trust Deed so made to said Henry Monroe in trust to secure said note was duly recorded in the Recorder's office of Cook County on the 6th day of March 1869, and was notice of the Lot thereon

described as sub Lot 4 in Block
13 of Ogden's Addition to Chicago
It is therefore ordered, ad-
judged and decreed by the
court that the defendant
Samuel K. Forast pay to the
Complainant Andrew J. Galloway
Receiver of the National Insur-
ance Company of Chicago
Ills within thirty (30) days from
this date the said sum
of (\$ 2,495.38) Twenty four hun-
dred and ninety five $\frac{38}{100}$ dollars
with lawful interest to be
computed thereon from this
date until paid, and also
the costs of this suit to
be taxed by the clerk of
this Court, and it is further
ordered adjudged and decreed
that in default of said pay-
ment being made as afore-
said by said Samuel K. Forast
then and in that case the
said premises mentioned in
the bill of complaint in
this cause to wit. (Sub Lot A
four in Block 13) thirteen

in Ogden's Addition to Chicago
 which said sub lot 4 Blk 13
 is erroneously described in said
 trust deed as Lot 4, in Block
 13 in said addition and
 said trust deed in said bill
 of complaint is hereby
 ordered and decreed to be
 corrected and reformed in
 that regard and that said
 description of said Lot 4
 in said Trust deed, shall
 mean and read Sub lot 4
 Block 13. in Ogden's Addition
 to Chicago. That said Sublot
 4 is a subdivision of original
 lots one and two in Blk 13
 having frontage of about 23
 feet and depth of 85 feet and
 was at date of said Trust
 deed owned in fee by said
 Trust and then occupied
 by him and was deeded in
 trust (as mentioned in said
 Bill) Be sold or so much
 thereof as may be sufficient
 to realize the amount so
 due the complainant, principal

and interest, and also the cost of this suit including the fees, disbursements and commissions on the sale herein mentioned, and which may be sold separately without material injury to the parties interested, be sold at public vendue for cash in hand to the highest and best bidder at the east door of the Court House in said County of Cook said East door of said Court House being on Adams Street that the Master in Chancery in this Court execute this decree, that he give public notice of the time and place of said sale, by previously publishing the same for the space of (30) thirty days in a newspaper published in said County, and that the Complainant or any of the parties in this cause may become the purchaser or purchasers that the said Master on the

sale of such mortgaged premises execute a certificate of purchase to each purchaser or purchasers thereof or any portion thereof, which certificate shall specify the lands or tenements purchased ^{such purchaser or purchasers and the sum paid therefor or if purchased by} by the complainant in said Bill of complaint the amount of his bid and the time when the purchaser will be entitled to a deed for such lands or tenements unless the same shall be redeemed according to law and the said Master shall also file in the office of the Recorder of said County a duplicate of such certificate or certificates signed by him, and that the said Master out of the proceeds of such sale retain his fees disbursements and commissions on said sale, that he pay to the officers of this Court their costs in this suit, and that

out of the remainder of
said proceeds he pay to
said Complainant Andrew J
Galloway Receiver of the National
Insurance Company of Chicago
the sum of (\$2495.35) Two Thous.
and four hundred ninety five
35/100 dollars so reported due
as aforesaid together with
legal interest thereon from
the (28) twenty eighth day of
December a.d. 1876. to the day
of such sale. or if such
remainder shall be insufficient
to pay the whole of said
amount and interest as aforesaid
then that he apply said
remainder to the extent to
which it may reach in
satisfaction of said amount
and interest, and that the
said Master take receipts
from the respective parties
to whom he may have made
payments as aforesaid and
file the same together with
his report of said sale
in this court, and that in

case said premises should sell for more than sufficient to pay the principal interest and costs in this suit then the said master after making payment as aforesaid bring such surplus moneys into court without delay, to abide the further order thereof.

And it is further ordered adjudged and decreed that the said defendants William Grant, George Gardner Ellis R Bowen Henry S Monroe Howard K Fordast and Ingebor M Fordast and all persons claiming by through or under them or either of them since the 31st day of December A.D., 1868 be forever barred and foreclosed from all equity of redemption and claim of in and to said mortgaged premises and any part and parcel thereof if the same are not redeemed according to law by the said defendant ~~William Grant~~

his heirs executors adminis-
trators or grantees within twelve
months next after the day
of such ~~sale~~ and by all judy-
ment creditors whose judgments
were obtained since the 31st
day of December a. d. 1868
and their representatives and
assigns, within fifteen
months next after the day
of said sale, and that at the
expiration of said fifteen
months next after the day
of said ^{sale} ^{if said} lands or any
portion thereof are not re-
deemed as aforesaid then
and in that case upon
the production to the
then acting Master in Chancery
and filing in his office
of the certificate of purchase
executed by the Master in
Chancery as aforesaid to
the purchaser or purchasers
of said mortgaged premises
or any portion thereof by
such purchaser or purchasers
his or their representatives or

assigns, said master shall make execute and deliver to said purchaser or purchasers or his or their representatives or assigns good and sufficient conveyance or conveyances in fee simple of said premises or such portion thereof as shall have been sold to such purchaser or purchasers respectively

Where upon the defendant Bowen excepts to this decree and prays an appeal to the Supreme which is granted upon his filing an appeal Bond in the sum of \$900.⁰⁰ to be approved by the Court within 30 days from the date of decree to wit the 30th of December a.d. 1876. and filing the certificate of evidence within the same time

1

State of Illinois }
County of Cook }
Circuit Court of Cook County

Andrew J. Galloway, Receiver of }
the National Insurance Company }
vs } In Chancery

25

Kenneth K. Forraest Ingster M.
Forraest, William C. Grant, George
Gardner and Elias P. Bowen
and Henry S. Munroe. }

To the Honorable, the
Judges of the Circuit Court of Cook County:

In pursuance of a Decretal Order
entered in the above entitled cause,
by which it was referred to the sub-
scriber, one of the Masters in Chancery
of this Court, to take the proofs herein
and report upon the issues of law
and fact involved in this cause,
I, the said Master, do respectfully
report that I have taken herein, on
the part of the Complainant, Andrew
J. Galloway Receiver, and on the part
of Elias P. Bowen, one of the de-
fendants in this cause, depositions
of witnesses as hereinafter men-
tioned and that the same are

hereto, subjoined and made a part
of this report.

That from the evidence produced
before me I find that Kenned K. Forsaet
on or about December 31, A.D. 1868,
made and delivered his certain
Promissory note of that date to the
Stock and Mutual Insurance Company
of the City of Chicago in the sum
of Eighteen Hundred Dollars and there-
by promised to pay to the order of
the said Stock and Mutual Insurance
Company sixty days after demand
the said sum of Eighteen Hundred
Dollars, with interest at the rate
of seven per cent. per annum from the
date thereof, which note is annexed
and marked "Exhibit A."

That to secure the payment of said
note Kenned K. Forsaet and Ingebar
M. Forsaet his wife on the Thirtieth
day of December, A.D. 1868, by their
Deed of Trust of that date conveyed
to Henry S. Muirce Lot number
four, in block Thirteen in Ogden's
Addition to Chicago, having a frontage
of Twenty four and a half feet and
a depth of eighty feet, also one two

Story and basement frame dwelling thereon, in trust to secure the payment of the principal and interest of said note to the legal holder of the same, which Trust Deed was acknowledged Jan. 14, 1869, and filed for Record on March 6, 1869, in the Recorder's Office of Cook County Illinois, and said Deed is hereto annexed and marked "Exhibit B."

That the said promissory note has been assigned and transferred to the National Insurance Company of Chicago Illinois, and was so transferred on the eighth day of January A.D. 1870, and that it is now held by the Complainant in this cause as the Receiver of said Company.

That there has been paid and endorsed upon the said note the sum of Two Hundred Dollars and that payment of said note was demanded on March 11, A.D. 1871.

That prior to the making of said Trust Deed, shown as Exhibit B, Lots One and Two of Block Thirteen in Ogden's Addition to Chicago had been

Subdivided into Sub Lots, and that at the time of the execution of Trust Deed Exhibit B, said Bond & Forcast was the owner in fee simple of Sub Lot Four, in the said subdivision, as appears in the map or plat of a part of said Block 13 Ogden Addition hereto annexed and marked "Exhibit-C", and was not the owner of original Lot 4, that he once held a contract for a part of Lot 4, but never acquired title thereto, that the said Forcast intended to and did convey Sub Lot Four in Block Thirteen of Ogden Addition to Chicago and that the recital in said Trust Deed of Lot Four, was so made by mistake, and the recital should have been Sub Lot Four in said subdivision of Block Thirteen Ogden Addition to Chicago Illinois. That said Sub Lot Four, was and is Twenty Three Feet in frontage and eighty feet in depth, and had thereon at the time of the execution of said Trust Deed, by K. K. Forcast, marked "Exhibit B" one, two story and basement

3

frame dwelling, and that said
Horsast, at said time had the
title to said Sub Lot Four, That
the amount due upon the said
note is Sixteen Hundred Dollars to-
gether with interest thereon at seven
per centum per annum from Dec-
ember 31st A.D. 1868, to December
28 A.D. 1876, amounting to eight-
hundred and ninety five Dollars and
thirty eight cents making the total
sum of Principal and Interest due
December 28, 1876. Twenty four Hun-
dred and ninety five Dollars and
thirty eight cents (\$ 2495.38) That
all the material allegations of the
Bill of Complaint in this cause
are sustained by the proofs and
I would advise that the relief
prayed for in the said Complain-
ant's Bill, be granted by this Court
all of which is respectfully sub-
mitted etc.

Horatio L. Wait
Master in Chancery
Circuit Court of Cook County
Dated Chicago Ill. Dec. 28, 1876.

Circuit Court }
Cook County } November Term
D.D. 1876.

Andrew J. Salloway }
Receiver of the }
National Insurance Company }
vs. } In Chancery
Kennel H. Forcast }
Angelus M. Forcast }
et al }

To the Defendants
above or their Solicitors.

You will hereby take
notice that tomorrow afternoon
December 9th 1876, at two o'clock
P.M. of said day before Horatio
L. Wait, one of the Masters in
Chancery in said Court, at the
office of said Wait, on the south
east corner of Dearborn and Ran-
dolph Streets Chicago, we shall
examine witnesses and take
evidence in behalf of the Com-
plainant in the above cause at
which time and place you can
appear.

Dated Chicago } E. W. & W. W. Evans
Dec. 8, 1876 } Solrs. for Compl.

State of Illinois 2ndss.
Cook County 3

William W. Evans
being first duly sworn on oath
deposes and says that he served
the within notice on Henry S.
Munroe one of the Defendants in
the within cause, by leaving a copy
of said notice at the office of said
Munroe this 8th day of December
1876 at eleven o'clock A.M.

William W. Evans
Subscribed and sworn to before
me this 8th day of December 1876

Notarial
Seal

Harry S. Stevens
Notary Public

Service of the within notice is
hereby accepted this 8th day of
December 1876,

H. M. Mathews

Solr. for Chas B. Bowen

Attorneys for H. H. Fordast

Pursuant to the foregoing notice
the complainant, E. W. Evans

Complainant John Round K. Forcast
and Henry M. Mathews Sol. for E.
R. Bowen. Dft. appeared before me
at my office, on Dec 9, 1876, at
2 P.M., and E. W. Evans, introduced
in evidence on behalf of the Complain-
ant a Note of hand made by
R. K. Forcast dated Dec. 31, 1868 for
\$1800 payable in 60 days after
demand to the order of the Stock
and Mutual Insurance Company
at 7% interest value received. En-
dorsed on said note is "payment
demanded this eleventh day of March
1871. C. B. N. P."

Endorsed. "Paid on this note two
thousand dollars at the date given
the intention is to reduce this
note to sixteen hundred dollars

Martin Thatcher Secy,
Pay National Insurance Company
at order Stock & Mutual Insurance
Company.

By D. E. Correau, Asst Secy, which
note is annexed hereto marked
Exhibit A.

The note offered in evidence a
Trust Bond bearing date Dec 31,

5

1868 by R. K. Faraast and Ingebar
W. Faraast his wife party of 1st
Part. Henry S. Munroe party of the
second part for the security of
the above described note. Said
Trust Deed is upon lot number
Four in Block Thirteen in Ogden
Addition to Chicago having a front
age of $24\frac{1}{2}$ feet and a depth
of 80 feet, also one Two story and
basement frame dwelling thereon.
In which said Trust Deed the said
R. K. Faraast covenants and guar-
antees that at the date of said
deed he was well seized of said
premises in fee simple, and
that he had good right and full
and lawful power and author-
ity to sell the same, and that
the same were free and clear of
all liens and incumbrances
whichever which said Trust
Deed was duly acknowledged be-
fore Charles P. Silver a Notary
Public on the 14th day of Jan-
uary A.D. 1869. and was duly
recorded in the County of Cook
and State of Illinois. March 6.

A.D. 1869. in Book 511, of Deeds page
154. by Norman T. Falsette Clerk
of Circuit Court and Ex. Officio Re-
corder.

Which Trust-Deed we make
Exhibit B. in this cause - and
the same is herewith annexed
and marked "Exhibit-B."

State of Illinois }
County of Cook }

Circuit-Court of Cook County

Andrew J. Galloway, Receiver of }
the National Insurance Company }
vs. }

vs.

Ronald P. Forast Inge Bar M. Forast } 15980
Henry S. Munroe, W. C. Grant }
Geo. Gardner & E. P. Bowen }

The depositions of
witnesses produced, sworn and
examined on the part of the Com-
plainant - in the above entitled
cause, taken before me, Horatio
L. Wait, one of the Masters in Chan-
cery of the Circuit-Court of Cook
County, at my office in Chicago on
the 14th day of December A.D. 1876,
pursuant to an order of reference.

heretofore entered in said cause, the Complainant appearing in person and by his solicitors E. W. and W. W. Evans Esquires and Henry M. Matthews appearing for the defendant Elias R. Bowen, Kund K. Forast appearing in person.

Kund K. Forast being produced, sworn and examined on the part of the Complainant deposes and says:-

Kund K. Forast

My name is Kund K. Forast I now live at 162 North Langamon Street in Chicago. I don't remember exactly where I lived in 1868. I have been living in a good many places. I couldn't say for certain where I lived when I executed the Trust Deed to Munroe. Witness here produced in evidence a map which purports to be a plat of Block 13 of Ordinance Addition to Chicago, which is hereto annexed and made a part of this deposition and marked

"Exhibit C."

And states that original lots 1 & 2 on said plat were before the execution of the Trust Deed to Henry S. Munroe and

divided into Sub. lots 1, 2, 3, 4, and 5,
as appears on said Exhibit C,
I could, at the time of the Execution
of the said Trust Deed to Munroe, I had
the title to said Sub lot 4;

To original lot four I never had a title
to it. I had a contract for purchase
but I have never had a deed to the
lot. I think the contract was on
record but dont know. There was
a Two story and basement frame
dwelling on said Sub lot 4, at the time of
the execution of this Trust Deed to Munroe.

The frontage of Sub lot four on In-
diana Street was Twenty Three feet, and
the depth of 80 feet. The frontage of Original
lot four on Sangamon Street was 70 feet
and a depth of 116 feet. I know one
Plamondon. — I made a Trust Deed for
the benefit of him on Sub lot 4, after
the making of the Trust Deed (for the)
to Munroe just referred to. (I couldnt tell
exactly what) and that a demand was made
upon me on the note as is endorsed thereon

Kenneth K. Forreast

Subscribed and Sworn to before me this
ninth day of December A.D. 1876. Notarial Not
Master in Chancery of the Circuit Court of said
County

7
Plat of Block 13 of Ogden's Addition
— to Chicago —

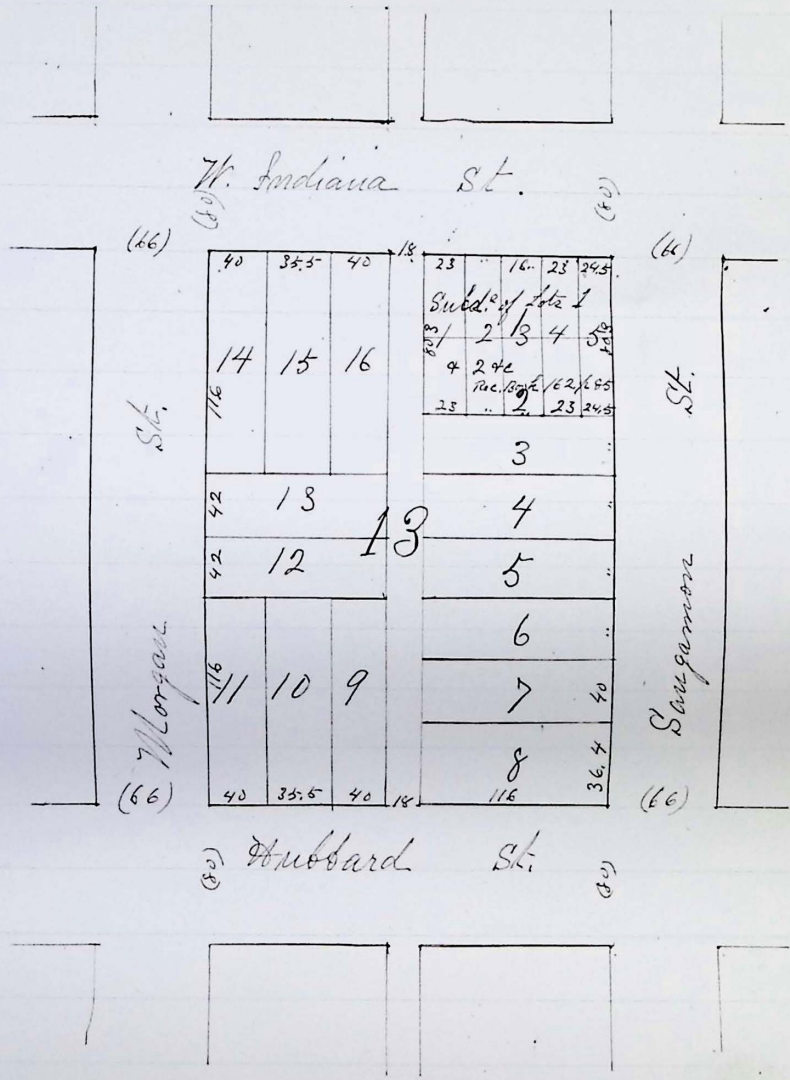


Exhibit C.

A. J. Galloway

a witness produced sworn and examined by E. W. Evans complainant's solicitor, on behalf of the Complainant.

1 q State your name, age and occupation
a My name is Andrew J. Galloway. I live in Chicago and am engaged in the Real Estate business.

2 q Are you acting as receiver for the National Insurance Company?
a I am.

3 q Do you know one Charles P. Bowen one of the defendants in the above entitled suit?
a I know Mr. Bowen. E. P. Bowen I think his name is.

4 q State if you ever had any conversation with said Bowen in regard to buying the Trust Deed referred to in this suit and if yes. State what that conversation was, what Mr. Bowen said, and when it occurred?
a I did have a conversation with Mr. Bowen I met him with some other parties I can't say where, in which Mr. Bowen wished either to get this

Trust Deed or a Release of it for \$500. Stating that Mr. Chaucer T. Bowen had proposed or offered to take that sum for the Trust Deed or Release, that he thought we ought to accept the \$500. from the fact that he regarded the description of the property in the Trust Deed imperfect and that was such a cloud on the title to Sub lot 4 that he was willing to pay that sum for the release. I think he stated that Forast lived in the house on Sub lot 4 at the time this trust deed was executed and that he was then living in the house at the time of our conversation, that he was aware that Forast had no title to Original lot 4, and that the dimensions given in the Trust Deed were substantially the dimensions of Sub lot 4.

9 What did he say in said conversation if anything in regard to his having negotiated or bought the property on a Trustee's Sale, but subject

to the Trust Deed in suit, and he wanted to buy this and then his title would be good?

a My recollection is that he stated that he had paid but a small consideration for the property at a Trustee Sale or a private Sale I can't tell which and that he wished to make this purchase for the purpose of making his title good my recollection is not very distinct but he stated he was aware of the Trust Deed and of its lien on the property, and he was willing to pay this sum to relieve the property from this Trust Deed, this conversation was during the summer or fall of A.D. 1875.

Cross Examination

of A. J. Salloway, by Henry M. Mathews Solr. for Elias R. Bowen, one of the defendants.

Q Did he state to you what consideration he had paid to M. Forace for these lots?

a I am not sure it might have been \$450 or \$550, the \$450 seems to be

impressed itself most upon my
mind but I am not sure.

Q Do you think that he stated to
you what he had paid for it?

A We had a kind of friendly con-
versation. I had met him very
often before, and I think I asked
him what the amount was, that
is how much he would lose
if we beat him in this suit
and he stated \$450. or \$850.

Q What was Mr. Bowen willing to
give you for this line out Sub.
Lot 4.?

A \$500.

It is hereby stipulated by and be-
tween E. W. Evans, Solr. for complain-
ant, and Henry M. Mathews, So-
licitor for E. W. Bowen, defendant
that there is only one lot 4 and
one sub lot 4, in Block 13. — and
that the Plat marked Exhibit
C. is an exact representation of
that part of said Block 13. in
Ordinance Addition, as purports in
said plat. (and that a demand)

Witness further stated that he said to Mr Bowen that he refused to accept the \$500 or to take any less than the face of the Trust Deed, and note, as he was acting in a fiduciary capacity

H. J. Ballouall.

subscribed and sworn to before me this ninth day of December A. D. 1876.

Horatio L. Wait.

Master in chancery of the Circuit Court of Cook County.

The Deposition of William C. Grant a witness produced in behalf of said complainant before me December 14, 1876, and examined by E. W. Evans, Solicitor for Complainant the witness being by me first duly sworn deposes and says:

My name is William C. Grant, and an Attorney at law and reside in the City of Chicago, and am one of the defendants in this suit. Mr. Forrest applied to the State Saving Institution for a loan

which that Bank consented to make upon condition that the applicant should furnish an abstract of title and make papers that were satisfactory to myself. Before the abstract was examined or written down, I can't tell which, the papers were made out, that is the Trust Deed and note, the Trust Deed made to myself as Trustee and the note payable to the order of the Bank, and then the abstract was written down showing such Trust deed, and upon an examination of the same I discovered a prior Trust Deed made as I recollect to Henry S. Murroe upon Lot 4, in the same Block. The Trust Deed made to myself being upon Sub Lot 4 of that block, namely Block 13 in Ceg-dene addition and I accordingly advised the Bank that it was not safe to make the proposed loan and it was not made, the papers, namely the note and Trust Deed remained in my hands until such time

11
as Mr. Forcast should pay for
my services for making said pa-
pers and for the examining and
furnishing the opinion of title
upon said property - which he
has never as yet done up to
this time - This occurred about
the 21st of March A.D. 1871.

9 In the trust Deed to Mr. Munroe
the description given by Forcast
is Lot 4 in Block 13, in Ogden
Addition to Chicago having a front-
age of 24½ feet and a depth of
80 feet, and a Two story frame
dwelling and basement thereon;
in original Lot 4, there is a
frontage of 40 feet and a depth
of 116 feet, and at that time
no dwelling with a basement
thereon, now I ask you if on
your examination of the abstract
on this occasion your attention
was called to the peculiar des-
cription of the premises, and
that led you to doubt the des-
cription in the Munroe Trust
Deed as original Lot 4, or state

why you considered the Munroe Trust Deed upon Sub Lot 4 in your examination of the abstract,

Question, objected to by Henry M. Mathews as Solr. for R. K. Bowen so far as it relates to the building on Lot 4, there being no proof as to any building thereon, as to there not being any building thereon.

a I do not now from mere recollection recall the precise description as shown on the abstract contained in the Munroe Trust Deed, but I saw upon the examination that both Trust Deeds were made by R. K. Forast and that the description in the Munroe Trust Deed, did not correctly apply either to Original Lot 4, or Sub Lot 4, and perhaps also inquired as to the ownership of Original Lot 4, and therefore advised my client that it was not a safe loan to make.

Cross Examination
by Henry M. Mathews, Solr. for Elias
W. Bodan.

- Q Did you consult any plat as to the size of the lots? How did you know that the description did not correspond with the lots?
- A I do not remember of consulting any outside plats, but I think the abstract itself contained a plat sufficient to show that the Munroe Trust Deed did not correctly describe either lot; that the abstract showed a lot 4, and a sub lot 4. And that sub lot 4, was no part of the original lot 4.

For direct Examination,
of William C. Coant, by E. W. Evans, Compt's Solr.

- Q On the plat of the premises furnished by the abstract that you examined was not the dimensions of sub lot 4, and original lot 4, given or marked out on it?
- A It is a long time to remember in an issue of this kind but I feel sure that the dimensions

of Sub Lot 4, were stated upon
the plat contained in the Abstract
and that it showed also either
the dimensions of original lot
4, or data from which the
same could be ascertained.

Q Do you regard yourself as pretty
scrupulously careful about ex-
amining titles, and where there
is the least doubt do you
reject it?

A. My aim is generally not to pass
any title, which contains such
a defect as can ever seriously
impair the security taken on
a loan, and I should not pass
a title on a loan which con-
tained defects that were liable
to lead to litigation.

Wm. C. Grant.

Subscribed and sworn to before
me this 14th day of December
A. D. 1876.

Horatio L. Wait
Master in Chancery of the Circuit
Court of Cook County Illinois

The Depositions of David Hyoman a witness produced in behalf of Elias B. Bowen Defendant before me at my office on December 20, 1876, who being first duly sworn, deposes and says upon examination conducted by Henry M. Mathews Solicitor for E. B. Bowen,

Q State your name and Residence?
 A My name is David Hyoman. I reside at No. 146 North Sangamon Street Chicago. I am the David Hyoman mentioned in the Two Deeds.

The Defendant Elias B. Bowen then offered in evidence two Deeds.

The first deed offered in evidence is from Francis Agnew Sheriff of Cook County to David Hyoman dated June 28, 1876, and recorded on Sept. 16, 1876, in Book 690, Page 212, which deed recites that the said David Hyoman recovered at the Sept Term A. D. 1874, of the

Superior Court of Cook County
a judgment against R. P. Fordast
for \$1515. and costs of suit,
upon which judgment an ex-
ecution was issued on the
15th day of Sept A.D. 1874. upon
which Timothy W. Bradley the
Sheriff made a levy upon the
lands conveyed in the said deed,
and struck the same off on Sher-
iff sale of said land to David
Hyman the grantee in said deed
for the sum of \$542.62. accord-
ing to the requirements of the
Statutes in such case, and in ac-
cordance with the certificate of sale
to said Hyman this deed is issued
to said Hyman conveying Sub Lot
4 of Block 13. of Ogden's Addition to
Chicago with other property. A
copy of which Deed is herewith
attached and marked Exhibit
Exhibit I.

To which evidence the complainant
and by his Counsel E. W. Evans
excepted because the same is im-
material and void as to the

complainants rights in the premises and because said deed is otherwise informal, illegal and void as to the complainants rights and because it bears date subsequent to Complainants Trust Deed and does not show that said property was sold subject thereto.

The next Deed offered in evidence by Dft Elias R. Bowen, is a Deed from David Heyman (widower) to Elias R. Bowen, dated Mch 2d. 1875 and recorded on Apl. 17. 1875, in Book 355 of Records on page 443, in which Deed the said David Heyman has remised, released, sold, conveyed and quit-claimed and does remise, release, sell convey and quit-claim unto the said Elias R. Bowen Sub Lot 4 of Block 13, Ogden Addition to Chicago with other property, being part of the property purchased October 5, 1874, of the Sheriff of Cook County and held by the Grantor herite under certificate of sale recorded Oct. 5, 1874 as Document 193.968 in the

orders Office of Cook County, Ill.
inois, said deed reciting that it
is the intent and design by this
instrument to convey to said
Bowen the grantee herein not
only all present right title and
interest in said property held by
the grantor under said Certificate
of sale but also all future right
and title that may be acquired
thereunder.

Which instrument is produced
in evidence before the Master, and a
copy whereof is herewith annexed
and marked

Exhibit E.

The Complainant by his Solo, E.
W. Evans, objected to the last
Quit-claim Deed offered in evidence
1st, because it bears date before
the Sheriff's Deed last above ex-
hibited was made to Mr. Hyman
which Sheriff's Deed bears date June
23, 1876, and this Quit-claim Deed
to the Defendant Bowen bears date
March the 4th 1875, and thereby
vested no title in Chas R. Bowen.

2d That said Quit-claim Deed in legal effect was a mere assignment of the Certificate of Sale of said Lots to Elias R. Bowen, and thereby entitled the said Bowen to a Sheriff's deed as the holder of said certificate.

2d. That said Quit-claim Deed to the said Bowen invalidates the said Sheriff's Deed to the said Hyman, and if there is any lien upon said property described in the Sheriff's Deed to said Hyman, it is a mere redeemable certificate of sale made by execution on judgment in favor of the said Hyman.

4th That the said Quit-claim Deed conveys no interest in said land to the said Bowen and is immaterial to the issue in this case, as made subsequent to the Trust Deed in the Complainant's Trust Deed.

9 At the time you obtained this judgment or made this Deed to Mr. Bowen did you have any knowledge of the claim of the complainant herein, or of the Trust Deed to Moore

exhibited herein by Complainant

a I did not.

Cross Examination

by E. W. Evans, Solicitor for Complainant

Q Did you make any inquiry as to any liens on this property?

a I did not - I made an inquiry about incumbrances and I heard there was an incumbrance but I did not inquire particularly.

Re-direct Examination

by Henry M. Mathews, Solr. for Bowell,

Q Did you inquire about incumbrance on Sub Lot 4?

a I never inquired particularly about separate lots I heard there was an incumbrance upon Forcasts property but I dont know how large nor any particulars about the incumbrance.

Q From whom did you hear there was an incumbrance on any of Forcasts property?

a I couldnt say I merely heard it as a rumor. I considered the man rich and wealthy.

David Hyman.

Subscribed and sworn to before
me this Twentieth day of December
A.D. 1876, Horatio L. Wail,
Master in chancery Circuit Court
of Cook County Illinois.

Arne Olsen

A witness produced and sworn and
examined by H. M. Matthews. Solr.
on behalf of Elias P. Bowen Defendant
at my office December 28, A.D. 1876.

Q What is your name, age residence
and occupation?

A My name is Arne Olsen, 161 North
Morgan Street, 55 years of age, am a
painter.

Q In the last part of the year 1868, do
you know whether there was any
house on lot 4, Block 13, Ogden Addi-
tion?

A Yes there was a small two story house
and a little basement, I worked
on this house when I first got to
this country, it was a frame house.

Cross Examination
of Arne Olsen by E. M. Evans Solr. for Com-
plainant.

Q What year was it that you worked on the house?

A Three years ago this last October,

Q What kind of a house was it?

A It was one and a half or two story house, windows and a top part.

Q Who lived in that house in 1868?

Q What kind of a basement was there?

A Some flooring nailed up and down between five and six feet from the ground.

Q Can you give any estimate of the height the house was raised from the ground 8 years ago?

A No, I can not.

Q Was you ever under the house in this basement at that time?

A No.

Q Were there any windows in the basement at that time?

A I can't know that now.

Q Did you ever measure the height of the basement?

A I did not take any measure of the basement.

Q Was there any basement there more than its being nailed up with boards?

at the bottom?

a There were posts and a frame around them and boards nailed on

q You have no knowledge of the height of the basement except your present memory?

a No sir.

q How do you know that house was on lot 4 of Block 13, in 68?

a It was between Hobart and Indiana St on Sangamon Street

q Did you know whether the house was on lot 4, or on some other lot there?

a No sir.

Re-direct Examination

of Arne Olsen, By Henry M. Matthews, Solr.

q Do you remember whether this house stood alongside of the house that Forast lives in now?

a Yes it did, it stood on the south side fronting on Sangamon Street

Arne Olsen

Subscribed and sworn to before me this Twenty eighth day of December A.D. 1876

Horatio G. Wail
Master in Chancery of the Circuit Court of Cook Co.

Jorgen M. Tonnisen
a witness produced sworn and
examined before me Dec. 28, 1876
by W. M. Matthews Esq. in behalf
of Elias W. Bowen.

Q State your name, age, occupation
and residence?

A Jorgen M. Tonnisen, am 38 years
sailing, and I live at 165 North
Morgan just in the rear of this
lot, have lived there ten years
last March.

Q You are acquainted with the prem-
ises 162 N. Sangamon St, where
Mr Forast lives now?

A Yes sir.

Q Do you know what sort of a house
stood on the 20 feet next south of
that in 1868,

A The house was there in 1868, but
I didn't notice it.

Q When you did observe it what sort
of a house was it?

A It was a 2 story frame house, I
noticed it last in 1869. I noticed
it carefully in the winter of 1866
it was the same house a 2 story
frame building with a little base.

-ment, in the neighborhood of 5 feet high-

Cross Examination

of Jorgen M. Hansen by E. W. Evans, Esq.

Q How was this basement that you call basement made?

A It was boarded up with flooring outside no windows that I remember.

Q Was it anything more than the common boarding up of the supports of houses generally in the city? or what is called the shirting around the posts that support the house?

A I was not in the basement, there was nothing more visible outside than just the shirting of flooring.

Q Was it as high there as it is now the lower part - the boarding up there?

A I haven't seen it since it was removed.

Q In what year was it removed, that you speak of?

A I couldn't tell exactly I haven't been there for the last 4 years that I am sure of.

Re-Direct Examination

J. M. Tounseau, by H. M. Matthews Solr.
Q Did you notice whether there was
another house on the 20 feet west
south of the house you are talking
about?

A There was a house which is there yet.

J. M. Tounseau
Subscribed and sworn to before me
this 28th day of December A.D. 1876
Horatio H. Wail

Master in Chancery Circuit Court C. C.

Ole Oleson

a witness produced sworn and
examined before me Dec. 28, 1876
by H. M. Matthews Solr. on behalf of
E. R. Bowen defendant.

Q State your name age occupation
and residence?

A My name is Ole Oleson, my age
is 26. I live 161 N. Morgan am a painter
or.

Q Do you know where Forcast lives
now?

A Yes sir.

Q State if you know what sort of a
house was next of where Forcast
lives now in 1868?

a It was a 2 story frame house with a basement of about 5 feet. I was never inside the house or basement.

q Do you remember whether there were any windows in the basement?

a No sir.

Cross Examination
by E. W. Evans, Solicitor for Complainant

q Was this basement anything beside boards nailed along outside the house?

a As I remember it - it was just boards flooring nailed along from the ground up to the house.

q Did it have any windows or doors in it?

a It did not have any windows or doors in it as I remember.

Alc Olson

Subscribed and sworn to before me
this 28th day of December, A.D. 1876

Horatio G. Mail

Master in Chancery of the Circuit Court
of Cook County.

Elias W. Bowen,

one of the defendants by Henry
M. Mathews his solicitor. his special

and introduced in evidence a Trust Deed from Samuel Knudson Forsaeth and Sugebar M. Forsaeth his wife to George Gardner conveying Sub Lot 4 Block 13 Ogden Addition to Chicago dated July 15, 1873 to secure the two notes, one for \$850, and the other for \$730. and which deed is recorded July 16, 1873, in the recorder's office of Cook County at Book 276, on page 34. which said Trust Deed together with the said notes is hereto annexed and all are marked

Exhibit F.

To all of which Exhibit F, the Complainant by E. W. Evans his solicitor excepts and enters his objection.

The said defendant Elias P. Bowen also introduced in evidence a Trustee Deed from George Gardner to Ambrose Flansdon dated November 23d, 1874 conveying Sub Lot 4 Block 13, Ogden Addition to Chicago as is recited in said deed according to sale under Trust Deed hereto annexed and marked

Exhibit F.

20

which Trustee Deed with the notice of sale attached is herewith annexed and marked

Exhibit G.

To all of which Exhibit G. the Complainant by E. W. Evans his solicitor objects.

The said defendant Elias K. Bowen also introduces a Special Warranty Deed from Ambrose Plamondon and Cecilia B. Plamondon to Thomas H. Webster, dated March 2^d. 1875. conveying Sub Lot 4, in Block 13, Ogden Addition, which deed is herewith annexed and marked.

Exhibit H.

To which the Complainant by E. W. Evans his solicitor objects.

The said defendant Elias K. Bowen also introduces another Special Warranty Deed from Thomas H. Webster Bachelor, to Elias K. Bowen, dated Nov. 7, 1876. Consideration \$1200, conveying Sub Lot 4 in Block 13 Ogden Addition to Chicago which said deed was produced in evidence

before the Master, and a copy of
which is hereto annexed and marked
ed Exhibit I.

To which the complainant by E. W.
Evans his Solicitor Objects

The said Defendant Elias R. Bowen,
also introduced in evidence before the
Master a Quit Claim Deed dated
March 2d A.D. 1875, from Kenneth C.
Zoraast and Ingebar M. Zoraast
his wife to Elias R. Bowen,
conveying Sub lot 4 of Lots 1 and 2
Block 13, Ogden Addition recorded
in the Recorder's office of Cook County
which is hereto annexed and
made a part hereof and marked
Exhibit J.

To which the Complainant by E. W. Evans
his Solicitor Objected.

Kenneth C. Zoraast
recalled as a witness on behalf of
Elias R. Bowen, defendant, by Henry
M. Matthews, his solicitor.

g You heard the testimony of these
witnesses that were there, was the

house that they testified in regard to on Lot 4. Block 13, Ogden Addition

a Yes sir, it was.

q In your direct testimony you state that you had a contract to purchase Lot 4, was it the whole or a part of it?

a It was for a part of it - the north 20 feet.

q Did you occupy Lot 4. in any way?

a Yes sir, I occupied it right about, I used the lot, I used and do use the Barn on the lot.

q What Lots in Block 13, did you own in 1868 besides your contract on Lot 4

a I believe I had 4 or 5. I had deeds of them.

q What was the consideration of this Quit-Claim Deed dated March 2, 1875 from yourself and wife to Elias P. Bowen, marked Exhibit G, and annexed hereto?

Objected to.

by E. W. Evans, Solicitor for Complainant as irrelevant to the issue & that the Quit-Claim speaks for itself and cannot be explained by Oral

Cross Examination

of H. R. Forcast by E. W. Evans Solr.

Q Did you owe Mr. Bowen this \$3500 in judgments before you went through Bankruptcy?

A Yes sir, I believe it was in '74. They were rendered in July one in Aug. and in Sept.

Q What time did you get your discharge from Bankruptcy?

A Last Fall.

Q When did this indebtedness to Bowen begin?

A That was in 1873.

Q You state that you had a contract for 20 feet of the North of Lot 4. in Block 13. you then never had a contract work for all of Lot 4. in Block 13?

A No.

Q You have answered in direct examination that you never had a deed for any part of Lot 4. in Block 13. is that your answer?

A I never had a deed to any part of Lot 4. Block 13.

Remed. Spurgeon Forcast
Further examination by H. M. Matthews.

Q State Mr. Foracast, what the understanding was when you signed the note offered in evidence here?

A If I was to give a note secured by a trust deed I would never have to pay the note the dividend would pay it.

Question and answer objected to by E. W. Evans.

Q What conversation did you have with some one representing the Insurance Company?

A This man that went for me, his name was Perkins, he asked me to pay the note and told me he had bought it. I told him I never gave that paper with the understanding to pay it, that the dividend should pay it and I further said if they wouldnt do as they agreed that they might cancel or sell the stock or my interest in it for I would have nothing more to do with it and I know the company had several meetings afterwards but never had any notice of them I thought they didnt consider me.

Stockholder any more, I did not know who this man represented at the time of this conversation, he said he had bought the note.

Q Before you had this conversation did you have notice of meetings of the Stock Holders?

A I did - and I had no notice after I had this talk with Perkins
Round Roundson Foreast
Subscribed and sworn to before me this 28th day of December
A. D. 1876

Horatio L. Wail
Master in Chancery of the Circuit
Court of Cook County Illinois

George Gardner
a witness produced sworn and examined by H. M. Mathews Solr. on behalf of E. R. Bowen Jft.

Q State your name age occupation and residence?

A George Gardner, age 50 years, residence Chicago, occupation Lawyer.

Q You was the Attorney of Ambrose

Plamondon in, 73 & 74?

a I was

g What connection as his attorney did you have in obtaining the Trust Deed from Forcast & his wife, for Plamondon, what do you remember about it?

a I remember that Mr. Plamondon had a claim against Mr. Forcast which Mr. Forcast agreed to secure by his note and Trust Deed upon premises on West Indiana Street near Sangamon - Mr. Plamondon had examined the property, at least he percolated and thought the security sufficient if the title was all right, and he brought an abstract to me, which I examined, and upon which as I now recollect there appeared unreleased a Trust Deed I think to William C. Grant, which Mr. Forcast told me on asking him about it had been made with reference to a loan but the transaction had never been completed. I saw either Mr. Grant or the people at the State Savings Institution from whom the loan was to be made

and found that what Mr. Forcast
stated was true and I told Mr. Plam-
ondon that with that exception the
title was so far as I could see
satisfactory. I think I drew a release
to be executed by Mr. Grant and gave
it to Mr. Forcast although my rec-
ollection about that is not very
distinct I do recollect however
that I arranged with Mr. Forcast
to have a release of that Trust Deed
put upon record so as to clear up
that matter. The Trust Deed from
Mr. Forcast and I think his wife
to myself as Trustee was executed
and the note secured by it also
and the Trust Deed recorded. I
don't think the abstract came
down to that time but it came
down to quite a late date, and
I think it likely although I have
no recollection of it that I
examined the indices in the
Recorder's office to see if there
were any later conveyances.
9 Was this abstract an abstract
of Sub Lot 4 of Block 13 of Ogden
Addition to Chicago?

Q It was an abstract of title to the premises named in the Trust Deed from Horast & wife to myself

Cross Examination of George Gardner by E. W. Evans, Comptroller Subr.

Q Do you remember whether the abstract that you examined had a plat attached thereto of Block 18
A I don't think it had.

Q Do you remember whether the abstract you examined had entered thereon a Trust Deed bearing date Dec 31, 1868, made by Horast and wife to Henry S. Moore as trustee in which there purported to be conveyed Lot 4, of Block 18 in Ogden's Addition to Chicago having a frontage of 24 1/2 feet and a depth of 80 feet and also 1-2 story and basement frame dwelling thereon
A I have no recollection of any such conveyance appearing on the abstract that I examined.

Q What has become of that abstract that you examined?
A It was returned I think by myself

to Mr. Forast, when the papers were executed and I have no knowledge of its whereabouts. I have never seen it since.

Q Was there any width or depth given to Sub Lot 4 in your Trust Deed?

A I don't recollect, to the best of my belief there was not.

Q When did you understand yourself, about this outstanding title to Munroe, as near as you can remember? as a claim against Sub Lot 4?

A I think after the debt to Plamondon came due and after I had advertised the property under the Trust Deed to one whom Forast wanted more time that he came to talk with me about it and as a reason for not pressing the matter, told me that some Insurance Company claimed to have an incumbrance on the property, and that was the first time I ever heard of it. I know that I learned of the Trust Deed about the time of

commencing the proceedings
to make the money for Plam-
ondon. I do not think Plam-
ondon knew any thing about
it until I told him.

Geo. Gardner.

Subscribed and sworn to before
me this Twenty eighth day of
December A.D. 1876

Horatio L. Wait.

Master in Chancery of the Circuit
Court of Cook County.

It is hereby stipulated by and
between E. W. Evans Solicitor for
Complainant and Henry M.
Mathews Solicitor for Elias P.
Bowen, that the assets of the
Stock Mutual Insurance Company
were turned over to the National
Insurance Company on the eight
day of January A.D. 1870, ~~and~~
and that the Execution Certificate
of Levy, of Execution, and Certificate
of Sale, were duly obtained and
issued as recited in the Sheriff's
Ord. to Heyman, hereto annexed
and marked Exhibit D.

and that the judgment recited
in said deed was duly obtained,
as therein set forth.

I, Horatio L. Wail, one of the
Masters in Chancery of the Circuit
Court of Cook County do hereby
certify that previous to the exam-
ination of the witnesses whose
names are subscribed to the
forgoing depositions, they were
each by me duly sworn according
to law; that the same were taken
upon oral interrogatories pro-
pounded by the solicitor of the
complainant and of the Defend-
ant respectively and that they
were subscribed and sworn
to before me by the said witnesses
respectively, on the 9th, 14th, 20th,
& 28th days of December A.D.
1876.

Horatio L. Wail
Master in Chancery of the Circuit
Court of Cook County.

Testimony 10.50

Report 10.00

Masters fees 20.50.

Paid by Complainant 8.50

" " E. B. Bowen 12.00

Exhibit A.

\$ 1800⁰⁰ Chicago December 31st 1868

Sixty days after demand after date I promise to pay to the order of the Stock & Mutual Insurance Company Eighteen Hundred Dollars at their Office in Chicago with interest at the rate of seven per cent per annum from date Value received

Wm. Dine - R. K. Forreast
This note secured by mortgaged property stamped.

Across face

Payment demanded this eleventh day of March 18.71 C. B. N. P.

Endorsed

Recd on this note Two Hundred dollars at the date given. The intention is to reduce this note to fifteen hundred dollars
Martin Thatcher

Secy.
Pay National Ins. Co. or order Stock Mutual Ins. Co.

J. E. Bureau
Asst Secy

Pay State Ins Co or order
~~National Ins Co per~~
A. J. Gallows

Exhibit B.

This Indenture made this third first day of December in the year one thousand eight hundred and sixty eight, Between R. H. Forast both of the City of Chicago in the County of Cook and State of Illinois party of the first part and Henry S. Mulroe of the City of Chicago County of Cook and State of Illinois party of the second part Witnesseth, that, whereas, the said R. H. Forast hath executed his certain promissory note bearing even date herewith, payable to the order of The Stock and Mutual Insurance Company at their office in the City of Chicago, sixty days after demand for the sum of eighteen hundred dollars (\$1800⁰⁰) with interest at the rate of seven per cent, and whereas, the said party of the first part are desirous of receiving the prompt and full payment of said promissory note and interest that may accrue thereon in whose hands power the same may be.

Now therefore, the said party of

of the first part, in consideration of the premises, and for the purposes aforesaid, and in the further consideration of One Dollar to them in hand paid by said party of the second part, the receipt whereof is hereby confessed, have and do hereby grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns all the following described lands and premises, Situate in the City of Chicago in the County of Cook and State of Illinois to wit: Lot number Four (4) in Block Thirteen in Ordine Addition to Chicago, having a frontage of forty four and a half feet and a depth of Eighty feet, Also one two story and Basement frame dwelling thereon.

To have and to hold the same together with all and singular the tenements, hereditaments, privileges and appurtenances thereto belonging to the said party of the second part, his heirs and assigns forever.

In trust, nevertheless, that in case of default in the payment of the said Note or any part thereof according to the tenor and effect of said Note then, on application of the legal holder of said Note to sell and dispose of the said premises, and all the right title benefit and equity of redemption of said part of the first part their heirs or assigns therein at public auction, at the north door of the Court House, in the City of Chicago, in the State of Illinois, or on said premises as may be specified in the notice of such sale, for the highest and best price the same will bring in cash, at least twenty days public notice having been given of the time and place of such sale by advertisement in one of the newspapers at that time published in said City of Chicago and to make, execute and deliver to the purchaser or purchasers at such sale good and sufficient deed or deeds of conveyance for the

premises sold, and out of the proceeds or avails of such sale and the purchase money paid thereon, after first paying all costs of advertising and sale, including commissions such as are allowed by law to Sheriffs on sale of real estate on execution, and all other expenses of this Trust, including all moneys advanced for insurance taxes or other liens and assessments, with the interest thereon to pay the principal of said Note whether due and payable by the terms thereof or not, and interest due on said Note up to the time of such sale, reserving the surplus (if any) unto the said party of the first part their legal representatives or assigns, on reasonable request; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money; which sale or sales so made shall be a perpetual bar, both in law and equity, against the said

party of the first part, their heirs and assigns, and all other persons claiming the premises aforesaid, or any part thereof by, from, through or under said party of the first part, or any of them.

And in consideration of the money paid as aforesaid to the said party of the first part, and in order to create a first lien and incumbrance on said premises under this deed, for the purposes aforesaid, and to carry out the foregoing specific application of the proceeds of any sale that may be made by virtue hereof, the said party of the first part do hereby release and waive all right under and benefit of the exemption and homestead laws of the State of Illinois, in and to the land and premises aforesaid, and the proceeds of sale thereof, and agree to surrender up possession thereof to the purchaser or purchasers at such sale, peaceably on demand. And the said party of the first

part, for the purpose of enabling said party of the second part to make an advantageous and judicious sale of said premises, do hereby authorize and empower him to adjourn said sale from time to time, on request of legal holder of said note, at the discretion of said party of the second part; and also to sell said premises entire, without division, or in parcels as said party of the second part may think best.

And the said K. K. Forcast for himself and his heirs executors and administrators, covenants and agrees to and with the said party of the second part, his successor in trust hereinafter named, and their assigns, that at the time of the sealing and delivery of these presents is well seized of said premises in fee simple, and has good right full power and lawful authority to grant, bargain and sell the same in manner and form as aforesaid; that the same

and clear of all liens and encumbrances whatsoever; that the said party of the first part will in due season pay all taxes and assessments on said premises, and exhibit once a year, on demand, receipts of the proper persons, to said party of the second part, showing payment thereof until the indebtedness aforesaid shall be fully paid; and will keep all buildings that may at any time be on said premises during the continuance of said indebtedness, insured in such company or companies as the holder or holders of said Note may direct, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness, and will assign with proper consent of the insurers, the policy or policies of insurance to said party of the second part, as further security for the indebtedness aforesaid; and in case said party of the first part shall fail so

to keep said building insured and to pay said taxes and assessments, then the party of the second part shall have full right, power and authority to pay the same, and the amount so paid shall constitute a part of the debt secured by this instrument, and upon sale of the land under it shall, with the amount of said note and interest, be paid to the holder of said Note.

A re-conveyance of said premises to be made to said party of the first part, their heirs or assigns or such of them as may be entitled thereto at his or their expense on full payment of the indebtedness aforesaid, and performance of the covenants and agreements herein, by the party of the first part, but in case of a breach of any of the covenants or agreements herein by the party of the first part their executors, administrators, or assigns, the said premises shall be subject to sale and conveyance

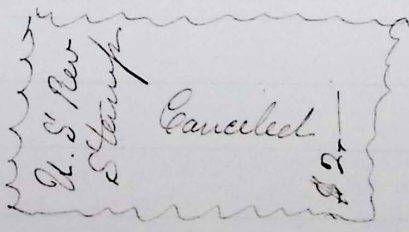
on request of the legal holder of said Note, in like manner and with the same effect as if the said indebtedness had matured.

And in case of the death, inability or refusal to act, of said party of the second part, then Chauncey J. Bowen of the said City of Chicago, shall be, and he hereby is appointed and made successor in trust to said party of the second part, under this deed, with like powers and authority, and said premises shall thereupon become vested in such successor in trust, for the uses and purposes aforesaid.

In witness whereof the party of the first part hereunto set their hands and seals the day and year first above written.

Kenneth K. Forast *(Seal)*
George M. ^{son} Forast *(Seal)*

Signed sealed and delivered in presence of *mark*



State of Illinois }
Cook County }
City of Chicago }

I, Charles P. Silva a
notary public in and for the
said City of Chicago in said County
in the State aforesaid, do hereby
certify that Kenneth K. Forast and
Ingebar M. Forast his wife who
are personally known to me as
the same persons whose names
are subscribed to the within Trust
Deed, as having executed the same
appeared before me this day
in person, and acknowledged that
they signed sealed and delivered
the same as their free and volun-
tary act, for the uses and pur-
poses therein set forth, including
the release and waiver of all right
under, and benefit of the exemption
and Homestead Laws of the State
of Illinois, in and to the premises
therein described with the appur-
tenances and the proceeds of sale
thereof.

And the said Ingebar M. Forast
wife of the said Kenneth K. Forast

having been by me examined sep-
arately and apart, and out of the
hearing of her husband, and the contents
and meaning of the said Trust-Deed
having been by me made know
and full explained to her, acknowl-
edged that she had freely and vol-
untarily executed the same, and
relinquished her dower, and all
other right, title and interest includ-
ing her homestead and exemption
right as aforesaid, to the land and
tenements in said deed mentioned
and to the proceeds of sale thereof
without compulsion or fear of
her said husband, and that she does
not wish to retract the same.

Given under my hand and Notar-
ial seal this Fourteenth day of
January in the year of our Lord, one
thousand eight hundred and sixty
nine (1869)

Notarial
Seal

Charles P. Silva
Notary Public

State of Illinois }
Cook County }

No. 1609

This instrument was

filed for record in the Recorders Office of Cook County aforesaid March 6 A.D. 1869, and recorded in Book 511 of Deeds, Page 154.

Norman T. Cassette
Clerk of the Circuit Court of said County and ex-officio Recorder.

Exhibit D.

Whereas David Heyman did, at the September Term A.D. eighteen hundred and seventy four of the Superior Court of Cook County in the State of Illinois, record a judgment against Round K. Forast, for the sum of five hundred and fifteen dollars and costs of suit, upon which judgment and execution was issued dated on the fifteenth day of September A.D. eighteen hundred and seventy four directed to the Sheriff of Cook County to execute and by virtue of said execution Timothy M. Bradley then Sheriff of said County libid upon the lands hereinafter described, and the same were struck off and sold to David Heyman for the

sum of five hundred fifty two
+ 67/100 dollars he being the highest
and best bidder therefor and
the time and place of the sale
thereof having been duly advertise
ed according to law,

Now therefore know all by this
Deed that I Francis Agnew,
Sheriff of said County of Cook
(and successor of the said Timothy
M. Bradley late sheriff as aforesaid)
in consideration of the premises
have granted, bargained and sold
and do hereby convey to the said
David Heydau, his heirs and
assigns, the following described
tract of land to wit: the north
twenty two (22) feet of lot num
bered twelve (12) of Block number
thirteen (13) and sub lots num
bered three (3) four (4) and five
(5) of lots numbered one (1) and
two (2) of said Block (13) thirteen
all in Eddens Addition to Chicago
situate lying and being in the
City of Chicago County of Cook
and State of Illinois.

To have and to hold the said

27

described premises with all the appurtenances thereto belonging to the said David Hyman his heirs and assigns forever

Witness my hand and seal this twenty third day of June in the year of our Lord one thousand eight hundred and twenty six (1876)

Francis Agnew ^{my} Great Seal
Sheriff of Cook County

State of Illinois 3^{as}
County of Cook 3

J. Austin J. Doyle
Clerk of the Criminal Court of Cook County do certify that Francis Agnew, Sheriff of Cook County, personally known to me to be the real person whose name is subscribed to the within annexed deed, this day acknowledged before me that he executed the said deed as such Sheriff voluntarily and freely, for the use and purposes therein set forth known under my hand and the seal of said Court. This

1111

sixth day of September eighteen
hundred and seventy six

Austin J. Doyle
Clerk

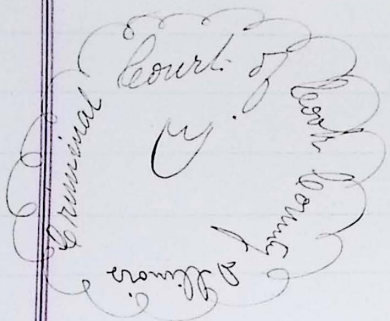


Exhibit E

This Indenture made the second
(2nd) day of March in the year of
our Lord one thousand eight-
hundred and seventy five between
David Heyman of the City of Chi-
cago County of Cook and State of
Illinois (widower) party of the first
part, and Elias R. Bowen of the
same City County and State party
of the second part. Witnesseth that
the said party of the first part
for and in consideration of one
dollar in hand paid by the said
party of the second part, the re-
ceipt whereof is hereby acknowledged
and the said party of the second
part forever released and dis-
charged therefrom, has received
released, sold, conveyed and
quit claimed, and by these

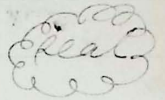
presents does remise, release, sell
 convey, and quit-claims, unto
 the said party of the second part
 his heirs and assigns forever, all
 the right title interest, claim
 and demand which the said party
 of the first part has in and to
 the following described lots, pieces
 or parcels of land to-wit: The north
 22 feet of Lot 12 of Block 18 and
 lots 4 and 5 of lots 1 and 2 of
 said Block 18 all in Ordine Addition
 to Chicago in the City of Chicago
 Cook County, Illinois being part
 of the property purchased October
 3rd 1874. of The Sheriff of Cook
 County and held by the grantor
 herein under certificate of sale
 recorded Oct. 5th 1874 as Document
 193968 in the recorder's Office of
 Cook County, Illinois, It being
 the intent and design by this
 instrument to convey to said how-
 ever granted herein not only all
 present right title and interest,
 in said property held by the
 grantor under said certificate
 of sale but also all the future

right or title that may be ac-
quired. Whereunder and the Sheriff
of Cook County is hereby author-
ized and empowered in event
that redemption shall not be
made as provided by law of the
property herein conveyed to issue
execute and deliver to the grantee
herein his Deed for the premises
herein above described upon re-
quest of the grantee and at his
expense on Jan'y 5th 1876 or at
any time thereafter.

To have and to hold the same
together with all and singular the
appurtenances and privileges
thereunto belonging or in any
wise thereunto appertaining and
all the estate right title interest
and claim whatever of the said
party of the first part, either in
law or equity, to the only proper
use benefit and behoof of the
said party of the second part
his heirs and assigns forever
And the said David Hyman
party of the first part hereby
expressly waives releases and so

relinquishes unto the said party
 of the second part his heirs ex-
 cutors administrators and
 assigns all right, title, claim,
 interest and benefit whatever
 in and to the above describ-
 ed premises and each and every
 part thereof which is given by law
 results from all laws of this
 State pertaining to the exemption
 of Homesteads, and the said
 party of the first part for him-
 self and his heirs executors and
 administrators does covenant
 promise and agree, to and
 with the said party of the second
 part his heirs executors adminis-
 trators and assigns that he hath
 not made done committed ex-
 ecuted, or suffered any act or
 acts thing or things whatsoever
 whereby or by means whereof, the
 above mentioned and described
 premises or any part or parcel
 thereof now are, or at any time
 hereafter, shall or may be im-
 peached, charged, or incumbered
 in any way or manner whatsoever

In witness whereof the said party
of the first part herunto set his
hand and seal the day and year
first above written

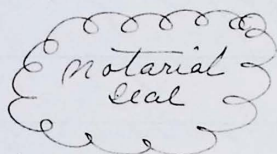
David Heyman 

State of Illinois }
Cook County } ss.
City of Chicago }

I Paul Spolaski a
Notary Public in and for the City
of Chicago in said County in the
State aforesaid, do hereby certify
that David Heyman of the City of
Chicago County & State aforesaid
& who is personally known to me
as the same person whose name
is subscribed to the foregoing in-
strument appeared before me this
day in person, and acknowledged
that he signed, sealed and deliv-
ed the said instrument as his
free and voluntary act, for the
uses and purpose therein set forth
including the release and waiver of the right of
homestead,

Given under my hand and
Notarial seal this fourth day of March

20
A.D. 1875



Paul Sabaleski
Notary Public.

State of Illinois 3rd No. 23692
Cook County 3

I James Stewart
Recorder within and for the
County and State aforesaid
do hereby certify that the within
and foregoing instrument of writ-
ing was filed for record on the
17 day of April A.D. 1875 at 4
o'clock P.M. and duly recorded in
Book 355 of Records on Page 443

In testimony whereof I have
hereunto set my hand the day
and date aforesaid.

James Stewart
Recorder

Ex 7

\$700 - Chicago Ill July 15th 1873
Two months after date I
promise to pay to the order
of Ambrose Diamondon Seven
Hundred and Thirty Dollars
with interest at ten per cent

per annum, Value Received
N. K. Forast

across face Cancelled by sale Nov 23. 1874

Endorsed Received on within note \$500 - Sept 16/73
A. Plamondon

#830 # Chicago Ills. July 15th 1873

Four months after date I promise to pay to the order of Ambrose Plamondon Eight Hundred and Thirty Dollars with interest at ten per cent per annum, Value received

N. K. Forast

across face Cancelled by sale Nov 23. 1874.

Endorsed A. Plamondon.

This Indenture made this fifteenth day of July in the year of our Lord One Thousand Eight Hundred and Seventy Three Between Nord Knudson Forast and Ingeberg m Forast his wife of the City of Chicago in the County of Cook and State of Illinois party of

the first part and George Gardner of the City of Chicago County of Cook, and State of Illinois, party of the second part as trustee as hereinafter specified (and in case of the death, absence or removal from said County of Cook, refusal or inability to act of said party of the second part then Daniel J. Schuyler of the said City of Chicago shall be and he is hereby appointed and made successor in trust to said party of the second part under this deed, for the uses and purposes hereinafter expressed with the same power and authority as said trustee)

Witness that whereas said Edward K. Horvath has executed his two certain promissory notes bearing even date herewith, payable to the order of Ambrose Plamondon, one for the sum of Seven Hundred and Thirty Dollars (\$730⁰⁰) payable two

months after date, and one
for the sum of Eight Hundred
and thirty dollars (\$ 830.⁰⁰) pay-
able four months after date
both with interest from date
at ten per cent per annum

And whereas the said party
of the first part are desirous
of securing the prompt and full
payment of said promissory
notes and interest that may
accrue thereon in whose hands
soever the same may be.

Now therefore the said party
of the first part in consideration
of the premises, and for the
purposes aforesaid, and in the
further consideration of One Dollar
to them in hand paid by the
said party of the second
part, the receipt whereof is
hereby confessed, have and have
by do grant, bargain, sell
and convey unto the said
party of the second part
his successor in trust afore-
said, and his and their
heirs and assigns, all the

following described lands and premises situate in the City of Chicago County of Cook and State of Illinois to wit.

Sub Lot Four (4) in Block Thirteen (13) in Ogden's addition to the City of Chicago

To have and to hold the same, together with all and singular the tenements hereditaments and appurtenances therunto belonging to the said party of the second part, his successors in trust aforesaid, and his and their heirs and assigns forever In Trust, nevertheless, that in case of default in the payment of the said promissory notes or either of them or any part thereof, according to the tenor and effect ~~thereof~~ of said notes or in case of the breach of any of the covenants or agreements herein mentioned then on the application of the legal holder of said promissory notes or either of them to sell and

dispose of the said premises
and all the right, title benefit
and equity of redemption of
the said party of the first
part their heirs and assigns
therein, at public auction
at any door of any build-
ing used as a Court House
in the City of Chicago in
the State of Illinois, or on
said premises, or any part
thereof, as may be specified
in the notice of such
sale for the highest and
best price the same will
bring in cash three weeks
notice having been previously
given of the time and place
of such sale by advertise-
ment in the Chicago Legal
News, or in any newspaper
at that time published in
said City of Chicago and
to make execute and deliver
to the purchaser or purchasers
at such sale, good and
sufficient deed or deed of
conveyance of the premises

sold, and out of the proceeds
 or avails of such sale, and
 the purchase money paid there
 on after first paying all costs
 of advertising sale and con-
 voyance including the reason-
 able fees and commissions
 of said party of the second
 part and all other expenses
 of this Trust, including all
 moneys advanced for insu-
 rance, taxes and other liens
 or assessments with interest
 thereon at ten per cent per
 annum then to pay the
 principal of said Notes whether
 due and payable by the
 terms thereof or not and
 interest due on said Notes
 up to the time of such
 sale rendering the overplus
 (if any) unto the said party
 of the first part their legal
 representatives or assigns on
 reasonable request; and it
 shall not be obligatory upon
 the purchaser or purchasers
 at any such sale to see to

the application of the purchase money; which sale or sales so made shall be a perpetual bar both in law and equity, against the said party of the first part their heirs and assigns and all other persons claiming the premises aforesaid or any part thereof by from, through, or under said party of the first part or any of them; and in case of the death of the grantor Edward W. Forrest aforesaid, and of a foreclosure as provided in an act of the General Assembly of the State of Illinois entitled "An Act to protect widows and Orphans from the sacrifice of their property by sale upon mortgages upon and Trust Deeds" approved March 30th A.D. 1869 upon default and application made to the said party of the second part or his successor in trust as aforesaid by any estategue

trust. under this deed it shall and may be lawful for the said party of the second part in his own name or otherwise, by suit in any court of competent jurisdiction, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified by said party of the second part as such trustee or as special Commissioner under order of Court, and out of the proceeds of any such sale to first pay the costs of such suit including his reasonable charges as solicitor therein in addition to and besides the costs of advertising sale, conveyance money advanced with interest as above provided then to pay the amount found by the Court to be due and payable upon the indebtedness aforesaid

And in case of any suit or proceedings at law or in equity, wherein said party of the second part shall be made a party by reason of his trusteeship under this deed he shall be allowed and paid his reasonable costs charge attorneys and solicitors fees in such suit or proceedings by said party of the first part, and the same shall be a further charge and lien upon said premises under this deed to be paid out of the proceeds of sale thereof, if not otherwise paid by said party of the first part and in consideration of the money paid as aforesaid to the said party of the first part, and in order to create a first lien, and in cumbrance upon said premises under this deed for the purposes aforesaid and to carry out the foregoing specific application of the

proceeds of any sale that may be made by virtue hereof. The said party of the first part do hereby release and waive all right under and benefit of the exemption and homestead laws of the State of Illinois in and to the lands and premises aforesaid, and the proceeds of sale thereof and agree to surrender up possession thereof to the purchaser or purchasers at such sale peaceably on demand.

And the said party of the second part with or without readvertising is hereby authorized and empowered to postpone or adjourn said sale from time to time at his discretion, and also to sell the said premises en masse or in separate parcels as he may prefer or think best.

And the said Round H. Forest for himself and his heirs, executors, and administrators

covenants and agrees to and with the said party of the second part, his successor in trust hereinbefore named and their assigns, that at the time of the execution and delivery of these presents he is well seized of said premises in fee simple and has good right full power and lawful authority to grant bargain and sell the same in manner and form as aforesaid; that the same are free and clear of all liens and incumbrances whatsoever; that the said party of the first part will in due season pay all taxes and assessments on said premises, and exhibit once a year, on demand, receipts of the proper persons to said party of the second part showing payment thereof until the indebtedness aforesaid shall be fully paid and will keep all buildings

that may at any time be on said premises, during the continuance of said indebtedness insured in such Company or Companies as the holder or holders of said notes may from time to time direct for such sum or sums as such Company or Companies will insure for not to exceed the amount of said indebtedness, except at the option of said party of the first part and will assign with proper consent of the insurers the policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid. And in case if the refusal or neglect of said party of the first part or either of them thus to insure or assign the policies of insurance or to pay taxes said party of the second part or his successor in

trust or the holder of said
notes or either of them may
procure such insurance or
pay such taxes and all
moneys thus paid with
interest thereon at ten per
cent per annum shall be
come so much additional
indebtedness, secured by this
deed of Trust and to be
paid out of the proceeds
of sale of the lands and
premises aforesaid if not
otherwise paid by said party
of the first part

A re-conveyance of said
premises to be made to
said party of the first
part their heirs or assigns
at their expense on full
payment of all the indebted-
ness aforesaid, and perfor-
mance of the covenants & c
agreements made herein by
the party of the first part

And it is stipulated and
agreed that in case of
default in any of said

payments of principal or interest, according to the tenor and effect of said promissory notes aforesaid or either of them or any part thereof or of a breach of any of the covenants or agreements herein by the party of the first part their executors administrators or assigns, then and in that case the whole of said principal sum hereby secured and the interest thereon to the time of sale may at once at the option of said the legal holder thereof become due and payable and the said premises be sold in the manner and with the same effect as if the said indebtedness had matured.

And said party of the first part for themselves and their heirs and assigns, do further covenant and agree to and

with said party of the second part, his successor in trust aforesaid and his heirs and their assigns, that in case of a sale and conveyance as aforesaid of said premises any deed or deed of conveyance made in pursuance of such sale shall be prima facie evidence of the due compliance with and performance of the terms, conditions and requirements of this deed of trust by the party of the second part or his successors in trust aforesaid in advertising and making such sale and conveyance to the extent of the recitals contained in such deed or deeds.

In witness whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered in presence of

Witnessed
Nov 23

Renud K. Horvath ^{her} ~~seal~~
Ingeberg ^{her} ~~X~~ ^{mark} ~~seal~~

State of Illinois
 County of Cook } 30
 City of Chicago.

I James K. Murphy
 a Notary Public in and
 for the said City of Chicago,
 in the said County in
 the State aforesaid do
 hereby certify that Knud H.
 Forast and Ingeberg W.
 Forast his wife who are
 personally known to me
 to be the same persons whose
 names are subscribed to the
 foregoing Instrument appear-
 ed before me this day in
 person, and acknowledged
 that they signed sealed and
 delivered the said Instrument
 as their free and voluntary
 act, for the uses and pur-
 poses therein set forth in-
 cluding the release and waiver
 of the right of homestead.

Given under my hand and
 Notarial seal this Sixteenth day
 of July A.D., 1873.

James K. Murphy

Notary Public

Notary Seal

State of Illinois No. 115001
County of Cook } 38.

This Instrument was
filed for record in the Rec-
orders office of Cook
County aforesaid on the
16th day of July A.D. 1873 at
o'clock m and recorded
in Book 276 of Records on
page 34. - July 21st 1873.

Jas. Stewart
Recorder

Exhibit G.
Gardner & Schuyler.
Attorneys 14 & 15 Bryan Block.

Trustees Sale: Whereas Knud K Forast, on the fifteenth day of July 1873 executed and delivered to Ambrose Plamondon his two Promissory notes dated on that day, one for the sum of Seven hundred and thirty dollars due two months after date and one for the sum of Eight hundred and thirty dollars due four months after date, both payable to the order of said Plamondon, with interest at ten per cent per annum from date.

and whereas Knud K Forast and Ingeborg M Forast his wife, on the day aforesaid, also executed acknowledged and delivered to the undersigned their Trust deed of the real estate hereinafter described to secure the payment of said notes and interest which said trust deed

was on the 16th day of July
1873 duly recorded in the Re-
corders office of Cook County
in the State of Illinois, in
book 276 of records at page 34

And whereas, it is provided
in said Trust deed, that in
case of default in the pay-
ment of the promissory notes
thereby secured or either of
them, according to their tenor
and effect, then on application
of the legal holder of said
notes, the undersigned to sell
and dispose of said real
estate at public auction
at any door of any build-
ing used as a Court House
in the City of Chicago in
the State of Illinois for the
highest and best price the
same will bring in cash,
three weeks notice of the
time and place of such
sale having been previously
given by advertisement in the
Chicago Legal News or any
newspaper at that time pub.

lished in said city of Chicago, and out of the proceeds of such sale to pay the amount of said notes and interest, and the expenses of advertising said sale

And whereas default has been made in the payment of both said notes and the interest thereon, and application has been made to the undersigned by the legal holder of said notes to make sale of said real estate under the provisions of said trust deed.:

Now notice is hereby given that on Monday the twenty third day of November, 1874 at twelve o'clock noon of that day, at the north door nearest La Salle street of the building used as a Court House and situate on the southeast corner of Adams and La Salle streets in said city of Chicago, I shall sell at public auction

to the highest bidder, for cash
the real estate in said trust
deed described to wit: Sub-
lot four (4) in block thirteen
(13) in Ogden's addition to Chi-
cago, and all the right title
benefit and equity of redemp-
tion of said land to Forest
and Ingelborg M Forest or
their heirs or assigns thereunto
Dated Oct 31st 1874

Geo Gardner Trustee
Gardner & Schuyler Attys

I, Myra Bradwell President
of the Chicago Legal News
Company do hereby certify
that a notice signed Geo
Gardner Trustee of which the
annexed printed slip is a
true copy, was published
for three successive weeks to wit
three times in the Chicago Legal
News a weekly newspaper publish-
ed every Saturday, in the City
of Chicago County of Cook
and State of Illinois, and
of general circulation through

out said County and State
and that the date of the
first paper containing the
same was the thirty first
day of October a.s., 1874, and
that the date of the last
paper containing the same
was the fourteenth day of
November a.s., 1874.

In witness whereof the Presi-
dent of said Chicago Legal
News Company has hereunto
affixed the seal of said
Company and subscribed her
name, at the City of Chicago
this 4 day of Nov a.s., 1874

Myra Bradwell President
and I further certify that
said Company has received
ten Dollars for publishing the
said notice

Myra Bradwell

Seal

This Indenture made this Twenty
third day of November in the
year of our Lord one thousand
and Eight hundred and seventy

Exhibit G

Now Between George Gardner
Trustee of the City of Chicago
in the County of Cook and
State of Illinois - party of the
first part and Ambrose
Plamondon of the City of
Chicago in the County of
Cook and State of Illinois
party of the second part

Witnesseth that whereas Rued
K Forast and Ingelborg M
Forast his wife of the City
of Chicago in the County
of Cook and State of Illi-
nois by a certain Trust Deed
dated the fifteenth day of
July A.D. 1873. did bargain
sell and convey unto George
Gardner as Trustee his succes-
sor in Trust their heirs and
assigns, all the premises
hereinafter described to secure
the payment of ^{the} Rued K Forasts
two certain promissory notes
in said Trust Deed particularly
mentioned

And whereas it was expres-
ly provided in said Trust Deed

that in case ~~of~~ default should be made in the payment of the said two promissory notes or any part thereof, either of principal or interest, according to the tenor and effect thereof, or in case of the breach of any of the covenants or agreements in said Trust Deed mentioned, then on the application of the legal holder of the said promissory notes the said George Gardner after publishing a notice in the Chicago Legal News or any newspaper printed in the said City of Chicago three weeks before the day of such sale might sell and dispose of the said premises, and all the right title benefit, and equity of redemption of the said Knud K. Horaaet his heirs and assigns therein at public auction at any door of any Building used as a Court House in said City of Chicago County of Cook and State of Illinois

to the highest bidder for cash at the time mentioned in such notice: and also make execute and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds for the premises so sold, which said Trust Deed is recorded in the Recorder's Office of the County of Cook and State of Illinois in Book 276. of Records page 34.

And whereas also default having been made in the payment of said promissory notes, due as aforesaid and the legal holder thereof having applied to me, as such Trustee, to cause said premises herein described to be sold for the purposes mentioned in and in accordance with the provisions of said Trust Deed, I, the undersigned party of the first part on the Thirty first day of October A.D. 1874. caused a notice to

be published in the Chicago
 Legal News a newspaper print-
 ed the City of Chicago County
 of Cook, and State of Illinois
 that said premises hereinafter
 described would on the Twen-
 ty third day of November A.D. 1874
 at Twelve o'clock noon of
 said day be sold at pub-
 lic auction at the north
 door nearest La Salle Street
 of the building used as a Court
 House and situated on the
 South east corner of Adams
 and La Salle streets in said
 City of Chicago in said County
 of Cook to the highest
 bidder for cash by virtue
 of the power and authority
 in me vested by said Trust
 Deed, which said notice
 was printed for three weeks
 consecutively in said paper
 commencing on the Thirtieth
 day of October A.D. 1874, and
 ending on the Fourteenth day
 of November A.D. 1874

And whereas also the said

premises having been by the
said party of the first part
on the Twenty Third day of
November A.D. 1874 at Twelve
o'clock noon of said day
in the manner prescribed
in and by said Trust Deed
and at the place last afore-
said in pursuance of said
notice offered for sale at
public auction to the highest
bidder for cash, and the
said party of the second
part having been the highest
bidder therefor, and having
bid for the tract hereinafter
named, the sum of One Thousand
and Dollars he was duly
declared the purchaser thereof

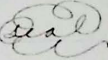
Now therefore this Indebted
Witnesseth, that the said party
of the first part, as Trustee
as aforesaid, for and in
consideration of the sum
so bid as aforesaid to him
in hand paid by the said
party of the second part
the receipt whereof is hereby

acknowledged, has granted, bargained, sold, aliened, remised, released and confirmed and by these presents does grant bargain sell alien, remise, release, and confirm, unto the said party of the second part and to his heirs and assigns forever all the following described, lot, piece or parcel of land, situate in the County of Cook and State of Illinois known and described as follows to wit Sub. Lot. Four (4) in Block Thirteen (13) in Ogden's Addition to the City of Chicago.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging as the same are described and conveyed in and by the said Trust deed, and also all the estate right, title, interest, property claim and demand whatsoever both in law and equity of the said Kenneth Forest

as well as of the said party of the first part, of in and to, the above described premises with the appurtenances, as fully to all intents and purposes as the said party of the first part hath power and authority to grant sell and convey the same by virtue of said Trust Deed, To Have and to hold the said above granted premises with their appurtenances, and every part thereof, unto the said party of the second part his heirs and assigns Forever

In Witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

Geo Gardner 
Trustee

Signed sealed }
and delivered in }
Presence of. }

State of Illinois }
County of Cook } 33

State of Illinois No 5091.
County of Cook This Instrument was filed for Record in the
Records Office of Cook County aforesaid
on the 14 day of Dec 1874 at 9 o'clock A.M. and recorded in
Book 389 of Records on page 884.
Geo Stewart Recorder

I John T Keuman
a Notary Public in and for
the said County in the
state aforesaid Do hereby
certify that George Gardner
Dustey who is personally known to
me to be the same person
whose name is subscribed
to the foregoing Instrument
appeared before me this day
in person and acknowl-
edged that he signed sealed
and delivered the said In-
strument as his free and
voluntary act, for the uses
and purposes therein set forth
Given under my hand and
Notarial Seal this Tenth day
of December A.D. 1874

John T. Keuman
Notary Public.

Geo D
Dustey

###

Exhibit 16

This Indenture Made this second
day of March in the year of
Our Lord One Thousand and Eight

100
Hundred and Seventy Five, Be-
tween Ambrose Plamondon and
Cecilia B Plamondon his wife of
the City of Chicago in the
County of Cook and State of
Illinois party of the first part
and Thomas H Weber of the
City of Chicago in the County
of Cook and State of Illinois
party of the second part

Witnesseth, that the said
party of the first part for
and in consideration of the
sum of Eleven Hundred and
fifty Dollars in hand paid
by the said ^{party of the} second part the
receipt whereof is hereby acknowl-
edged have and by these presents
do remise release alien and
convey unto the said party of
the second part and to his
heirs and assigns forever all
the following described lot piece
or parcel of land, situate
in the County of Cook and
State of Illinois and known
and described as follows to wit
Sub Lot Four (4) in Block

Thirteen (13) in Ogden's addition to the City of Chicago in Cook County, Illinois being the identical property purchased by the grantor herein of George Gardner Trustee on the 23^d day of November 1874 by deed recorded as Document No 5091 December 4th 1874 in Book 389 page 554 of Records of Cook County, Illinois

This conveyance is designed to cover and include all claims upon the unpaid rents due and to become due for the three story and basement Store and tenement house situated on said lot, known as No 166 West Indiana Street and all claims and demand against Edmund B Dorrest its former owner

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversions remainder and remainders, rents issues and

profits thereof, and all the estate, right, title interest claim or demand whatsoever of the said party of the first part either in law or equity of in and to the above described premises with the hereditaments and appurtenances

To have and to hold the said premises above described with the appurtenances unto the said party of the second part his heirs and assigns forever.

And the said Ambrose Plamondon party of the first part for himself his heirs executors and administrators does covenant, promise and agree to and with the said party of the second part his heirs and assigns, that he hath not done, or suffered to be done anything whereby the said premises have by granted are or may be in any manner, encumbered or charged and that the said

premises against all persons lawfully claiming, or to claim the same, by, through or under him with Warrant and forever defend except as against any taxes levied or assessed against the same at any time, or any sales for such taxes including water taxes and special assessments

And the said party of the first part hereby expressly waive and release any and all right, benefit privilege, and advantage and exemption, under or by virtue of any and all Statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise

In witness whereof, the said party of the first part have hereunto set their hands and seals the day year first above written.

Ambrose Plamondon (seal)

Beaulia B Plamondon (seal)

Signed Seal of School }
in presence of

State of Illinois
County of Cook. ^{30.}

I George Gardner a
Notary Public in and for
the said County, in the State
aforesaid do hereby certify
that Ambrose Plamondon
and Cecile B Plamondon his
wife who are personally known
to me to be the same per-
son whose names are sub-
scribed to the foregoing
Instrument, appeared before
me this day in person
and acknowledged that they
signed sealed, and delivered
the said Instrument as their
free and voluntary act for
the uses and purposes therein
set forth, including the release
and waiver of the right of
homestead

Given under my hand and
Notarial seal, this nineteenth
day of October A.D. 1875

Geo Gardner
Notary Public

Notary
Seal

State of Ills (No. 54849
 County of Cook } 83.

This Instrument was
 filed for Record in the Record-
 ers Office of Cook County, afore-
 said on the 22nd day of
 Oct AD, 1875 at 12 o'clock
 M. and recorded in Book
 540 of Records on page 467

Gas Stewart

Recorder

Exhibit I

This Indenture made this Fourth
 day of November in the year
 of our Lord One Thousand
 Eight Hundred and seventy six
 Between Thomas H Webster
 (Bachelor) of the City of Chicago
 County of Cook and State
 of Illinois party of the first
 part and Elias A Bowen
 of the same City County
 & State party of the second part
 Witnesseth that the said party
 of the first part for and
 in consideration of the sum
 of twelve hundred (1200)
 dollars lawful money of the

United States of America to him
in hand paid by the said
party of the second part at
or before the executing and
delivery of these presents do
Alien, remise release, convey
and confirm unto the said
party of the second part ^{and}
his heirs and assigns for
ever all the following describ
ed Lot piece or parcel of
Land situate in the County
of Cook and State of Illinois
and known and described
as follows to wit, Sub Lot
Four (4) in Block Thirteen (13)
in Ogden's Addition to the City
of Chicago in Cook County
Illinois being the identical
property purchased by the gran
tor herein of Ambrose Plamondon
and Cecilia Plamondon
his wife by deed dated
March 2nd 1875 recorded October
22nd 1875 in Book 540 of Records
of Cook County at page 467 as
Document Number 54849. This
conveyance is designed to convey

and include all claims upon the unpaid rents due and to become due for the three story and basement stone and tenement house situated on said lot known as No 166 West Indiana Street Chicago Illinois the grantee herein agreeing to assume and pay all costs of any pending suits or account of rents or growing out of the tenancy of said premises and to collect the unpaid rents at his own expense and charge and hold the grantor herein harmless from all such costs here tofore or hereafter to be incurred

Together with all and singular the tenements here detaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions remainder and remainders rents issues and profits thereof and also

all the estate right, title, interest property possession, claim and demand whatsoever as well in law as in equity of the said party of the first part, of or to the above described premises and every part and parcel thereof, with the appurtenances,

To Have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever.

And the said Thomas St Webster grantor for himself heirs, executor and administrators does ^{hereby} covenant, promise and agree to and with the said party of the second part his heirs and assigns that he has not made done, committed executed or suffered any act or acts thing or things whatsoever

whereby or by any means
 whereof the above mentioned
 and described premises or any
 part or parcel thereof now
 are, or at any time here-
 after shall or may be im-
 peached charged or incum-
 bered in any manner or way
 whatsoever and that the said
 premises against all persons law-
 fully claiming or to claim the
 same by through or under
 him will warrant and for-
 ever defend except as against
 any taxes levied or assessed
 against the same at any
 time or any sales for such
 taxes including water taxes
 and special assessments
 In witness whereof the said
 party of the first part has
 hereunto set his hand and
 seal the day and year first
 above written

Thomas H. Webster

Signed sealed and de-
 livered in presence of
 Theodore S. Myer

State of Illinois }
Cook County } 86

I Charles A Schmidt
a Notary Public in and for
said County in the State a-
foresaid do hereby certify
that Thomas H Webster (Back
slor) of the City of Chicago
Cook County Illinois who is
personally known to me as
the person whose name
is subscribed to the foregoing
deed as having executed the same
appeared before me this day
in person and acknowledged
that he signed sealed and
delivered the said Instruments
of writing as his free and
voluntary act for the uses
and purposes therein set
forth, and that he does
not wish to retract the same

Given under my hand and
notarial seal this Sixth day
of November in the year of our Lord
One Thousand Eight Hundred and Seventy Six

Charles A Schmidt
Notary Public

(Notarial
Seal)

Exhibit "J"

This Indenture made the second (2^d) day of march in the year of our Lord one Thousand Eight hundred and seventy five Between Kenud K Horast and Ingebar M Horast his wife of the City of Chicago County of Cook and State of Illinois party of the first part and Elias R Bowen of the same city County and State party of the second part

Witnesseth that the said party of the first part for and in consideration of one dollar in hand paid by the said party of the second part the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom have renewed, released, sold, conveyed and quit claimed and by these presents do renew, release, sell, convey and quit claim unto the said party of the second part his heirs and assigns forever, all the right title interest claim and

demand which the said party
of the first has in and to
the following described lot
piece or parcel of land to-wit

Sub Lot Four (4) of Lots
(1 and 2) One and Two-Block
Thirteen (13) Ogden's addition
to Chicago in the City of
Chicago Cook County Illinois
and all the improvements there-
in situated consisting of a
Three story frame building
with Brick Basement and
all rents thereof due or to
become due.

To have and to hold the
same, Together with all and
singular the appurtenances
and privileges thereunto belong-
ing or in any wise thereun-
to appertaining; and all the
estate, right, title interest
and claim whatever of the
said party of the first part
either in law or equity to the
only proper use benefit and
 behoof of the said party of
the second part his heirs and

assigns forever.

And the said Knud N. Forast and Ingebar M. Forast his wife party of the first part hereby expressly waive, release and relinquish unto the said party of the second part his heirs executors administrators and assigns, all right title claim interest and benefit whatever in and to the above described premises and each and every part thereof which is given by or results from all laws of this State pertaining to the Exemption of Homesteads

and the said party of the first part for themselves and their heirs executors and administrators do covenant promise and agree, to aid with the said party of the second part his heirs, executors administrators and assigns that they have not made, done committed executed, or suffered any act or acts thing or things whatsoever whereby or by means

whereof, the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter, shall or may be impeached, charged or encumbered, in any way or manner whatsoever.

In witness whereof, The said party of the first part hereunto set Their hands and seals the day and year first above written

Edward K. Forast ^{Seal}

Ingebor. W. Forast ^{Seal}
_{her mark}

Signed sealed and delivered
In presence of

State of Illinois
Cook County, ^{SS.}

I Paul Soboleski
a Notary Public in and for
the City of Chicago in said
County in the State aforesaid
do hereby certify that Edward
K. Forast and Ingebor W. Forast
his wife of the City of Chi-
cago County and State above
named who are personally

known to me as the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and Notarial seal this Fourth day of March A.D., 1875

Paul Soboleski
Notary Public

Notary seal

State of Illinois, no. 38111
Cook County, Ill.

I James Stewart Recorder within and for the County and State, aforesaid do hereby certify that the within and foregoing instrument of writing was filed for record on the 8th day of July A.D.,

1875 at 3 o'clock P.M. and
duly recorded in Book 355
of Records on page 573.

In testimony whereof, I have
hereunto set my hand and the
day, any date aforesaid
Jas Stewart
Recorder.

- A. Note \$1800.00 of Bond to Forest
- B. Trust Deed to H. Forest to W.S. Monroe
- C. Map of Block 13. Ogden's Addition
- D. Deed Sheriff to David Heyman copy
- E. Deed David Heyman to E.R. Bowen copy.
- F. Trust Deed to H. Forest to Geo Gardner
- G. Trustees Deed Gardner to Plamondon
- H. Spl W Deed. A. Plamondon to W.H. Webster
- I. Spl W Deed W.H. Webster to E.R. Bowen copy.
- J. G.L. Deed to H. Forest to E.R. Bowen.

Index of Exhibits

State of Illinois }
 County of Cook } 83.

In the Circuit Court of Cook County
 of the December Term, 1876.

A. J. Galloway }
 Receiver &c }
 vs }
 Huid K. Forast }
 Elias R. Bower }
 and others }

And now comes
 Elias R. Bower one of the
 defendants herein by W. M.
 Matthews his solicitor and
 files this exception to the
 Report of Horatio L. Wait Esq
 the Master in Chancery to
 whom said case was referred
 to take testimony and report
 in said case, and for
 cause of Exception assigns
 the following

1st That said report erroneously
 finds that said Trust
 Deed to W. S. Monroe which
 is sought to be foreclosed
 in this action against Sub

Lot 4 of Block 13 Ogden
Addition to Chicago, and
which is on Lot 4 of said
Block, is notice to subsequent
purchasers of said Sub Lot
4, by reason of the record
of said trust deed.

2nd. The findings in said re-
port are contrary to the law
and the evidence.

3rd. And for other good and
sufficient causes appearing
in the pleadings and the ev-
idence

W M Matthews

Solr for Dowers

Dated Dec 28, 1876.

Filed in Masters Office December
29th 1876 - and overruled.

Horatio L Wait

Master in Chancery
Circuit Court of Cook County.

And thereupon afterwards
to wit on the 27th day
of January and the 3rd
and 10th days of February
A.D., 1877 the following
among other proceedings
were had and entered of
record in said Court
to wit

Ord Jan'y 27.77

Andrew J Galloway }
Receiver &c &c.

15980

601. vs }
Robert E Jenkins }
Assignee in Bankruptcy }
of David K Foreast. }
et al }

} Bill and
Amended Bill

On motion it is
ordered that the time for Elias R
Bowen one of the defendants
herein to prepare and file an appeal
Bond and certificate of evidence
in this cause be and it here-
by is extended one week from
date.

Order Feb 13.77

15980

Andrew J Galloway }
Receiver of the }
601 vs }
Robert E Jenkins }
Assignee in Bankruptcy of }
Samuel H Horvath et al }

} Bill and
Amended Bill

On reading and filing
Stipulation herein, it is ordered
that the time for Elias R. Bowen
(one of the defendants, herein)
to prepare and file a Certificate
of Evidence and Appeal Bond
in said cause be and it is
extended one week from date

Order Feb 10.77

15980

Andrew J Galloway }
Receiver of the National }
Insurance Company }
of Chicago }
601 vs }
Robert E Jenkins }
Assignee in Bankruptcy }
of Samuel H Horvath et al }

} Bill and
Amended Bill

On motion and
on reading and filing Stipu-
lation herein it is ordered that
the time for Elias R Bowen to pre-
pare and file a Certificate of

Evidence and appeal Bond in said cause be and it hereby is extended three weeks from date

And thereupon on the 28th day of February A.D. 1877 a certain order was made and entered of record and certain Exceptions to Masters Report by Defendant Bowen was filed nunc pro tunc as of Dec. 30th 1876. and a certain Bond and Bill of exceptions were filed all of which are in the words and figures following to wit

Ord Feb 28.77

Andrew J Galloway }
Receiver of the National }
Insurance Company }
of Chicago }

15980

601 vs }
Robert E Jenkins Assignee }
in Bankruptcy of Kennel }
vs Torraast et al }

Bill and Amended Bill

On motion it is ordered that leave be and it hereby is granted to file the ex

ceptions to the Masters Report
herein nunc. pro. tunc as of
the 30th day of December A.D.
1876.

Exts Masters
Report

State of Illinois }
County of Cook. } ss.

In the Circuit Court of Cook County
of the December Term A.D. 1876

Andrew J Galloway as
Receiver of the National }
Insurance Company }
agst.

vs. H. Forast Ingeber }
M Forast Elias R Bowen }
Henry S Monroe Williams }
to Grant, and George }
Gardner }

On this 29th day
of December A.D. 1876 comes the
defendant Elias R Bowen by
his Solicitor and excepts to the
Report of the Master this
day filed in this cause and
for cause of Exception states the
following.

1st. That said report erroneously

finds that said Trust deed to W. S. Monroe which is sought to be foreclosed in this action against sub Lot 4 Block 13. Ogden's Addition to Chicago and which Trust deed is on Lot 4 of said Block is notice to subsequent purchasers of said Sub Lot 4 by reason of the record of said Trust deed 2nd. The findings in said report are contrary to the law and the evidence

3rd The said report is erroneous for other good and sufficient causes appearing in the pleadings and the evidence Dated December 29th 1876.

W. M. Matthews
Sole for Sept Bowen

Bond

Know all men by these presents that we Elias R Bowen Wallace A Lowell & H. J Bonestien of the County of Cook and State of Illinois are held and firmly bound unto Andrew J

Galloway as Receiver of the
National Insurance Company
of Chicago in the pecuniary
sum of Twelve Hundred dollars law
ful money of the United States
for the payment of which
well and truly to be made
we bind ourselves our heirs
executors and administrators
jointly and severally firmly
by these presents

Witness our hands and
seals this 28th day of Feb-
ruary A.D. 1877

The condition of the above
obligation is such that whereas
the said Andrew J Galloway as
Receiver of the National Insurance
Company of Chicago did on
the Thirtieth day of December
A.D. 1876 in the Circuit Court
of Cook County in the State
aforesaid and of the December
Term thereof A.D. 1876 in a
certain suit in Chancery
then and there pending where-
in N. H. Horast Ingeber M
Horast Elias R Bowen William

to grant George Gardner and Henry S Monroe, were defendants and said Galloway as such Receiver was complainant did recover a decree for the foreclosure as against certain premises of a certain trust deed made by said H S Forrest and Ingebor M Forrest to defendant Monroe as trustee from which said decree the above bounden Elias R Bowen has prayed for and obtained an appeal to the Supreme Court of said State.

Now therefore if the said Elias R Bowen shall duly prosecute his said appeal with effect and moreover pay the amount of the costs interest and damages rendered and to be rendered against him in case the said decree shall be affirmed in said Supreme Court then the above obligation to be void otherwise to remain in full force and virtue

Elias R Bowen Seal

Wallace A Lowell Seal

W. J. Bonestein Seal

Approved Feb 28, 1877

E. S. Williams

Judge

Bill of Exchange

State of Illinois }
County of Cook }

In the Circuit Court
of Cook County.

Andrew J Galloway as
Receiver of the National
Insurance Company }
agst

H. H. Horraast Ingeber }
M Horraast Henry S }
Monroe William Grant }
George Gardner Elias R Bowen

Be it remembered that on
the hearing of this cause at
the December Term A.D. 1876 of
this Court the same came
on to be heard on the report
of the Master in Chancery
to whom said cause had

been referred to take testimony and report to this Court, and evidence contained in said report which was all the evidence offered by either party in said cause and which Masters report and evidence and the exceptions there to are a part of the record in said cause. and upon the exceptions of the said defendant Bowens to the said Masters report which exceptions are the same as those filed before and overruled by said Master which said exceptions were then and there overruled by the judge of said Court to which overruling the said defendant by his solicitor then and there duly excepted and prayed an appeal to the Supreme Court of the State of Illinois which was granted on condition that he file in the said Circuit Court a bond in the sum of nine hundred

dollars and a bill of excep-
tions in thirty days from
the entering of said decree

And for as much as the
matters aforesaid do not
sufficiently appear of record
the said defendant Bower
tenders this his Bill of Ex-
ceptions and prays that the
same may be signed and
sealed which is done ac-
cordingly done this 27th day
of January A.D. 1877

D. S. Williams *Deall*

Judge &c

And thereupon afterwards
to wit on the 8th 26th
and 30th days of June
A.D. 1877 the following
among other proceedings
were had and entered
of record in said
court in words and
figures following to wit

Ord June 8, 77

Andrew J Galloway }
 Receiver of the National }
 Insurance Company }
 of Chicago }

15980

601 vs

Robert E Jenkins }
 Assignee in Bankruptcy }
 et al }

Bill and
 Amended Bill

On reading and
 filing Stipulation herein it
 is ordered that E Webster Evans
 Esq as Receiver of the Stock
 and Mutual Insurance Com-
 pany be substituted in place
 of said Andrew J Galloway
 as party complainant

Ord June 26, 77

E Webster Evans }
 Receiver &c &c }

15980

601 vs

Robert E Jenkins }
 Assignee &c &c }

Bill and
 Amended Bill

On reading and
 filing the Petition of said
 complainant it is ordered that
 the prayer of said petition
 be granted and that said

Petitioner be allowed to settle said
decree of foreclosure as therein
set forth on such terms as
to him will seem advantageous

Ord June 30, 77

E. Webster Evans }
Receiver of the Stock }
and Mutual Insurance }
Company. }
601 vs }
Robert E. Jenkins }
assignee or }.

15980

Bill and
Amended Bill

On reading the
Petition of Andrew J Galloway
the Receiver of the National
Insurance Company it is or-
dered that said Andrew J Gal-
loway release the mortgages
referred to in said Petition
for the sum therein named
and to apply the same on
the judgment against the said
Company.

\$411.00 paid for record
Sept 3. 1877
Jacob Gross

State of Illinois, } ss
COOK COUNTY.

I, JACOB GROSS, Clerk of the Circuit Court of Cook County and the keeper of the records and files thereof, in the State aforesaid, do hereby certify the above and foregoing to be a true, perfect and complete copy of all papers filed in proceedings and entered of Record in a certain cause late

pending in said Court, on the Chancery side thereof, between Andrew J Galloway Receiver of R. Compt and Knud K. Forast et al Defendant. S



In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Court, at Chicago, in said County, this 30th day of August 1877

Jacob Gross CLERK.

Supreme Court of Illinois
Northern Grand Division
Of the September Term A. D. 1887

Elias R. Bowen
Impleaded with
Emel K. Graast, Ingebar
M. Graast William C.
Grant George Gardner
Henry S. Monroe and
Robert E. Jenkins as
Assignee &c
Appellant

Assignment
of
Errors

vs
Andrew J. Galloway as
Receiver of the National
Insurance Company
Appellee

And now comes the appellant
Elias R. Bowen by J. M. Matthews
his ~~attorney~~ solicitor and says
that in the record and proceedings
aforesaid there is manifest ^{Error} in this
to wit,

1st The Circuit Court erred in finding
and decreeing that said Graast and
his wife, in said trust deed to said
Monroe intended to convey said Lot

Four, mentioned in the bill of Complaint

2nd The Circuit Court erred in finding and decreeing that said Horroost and Wife in said trust deed to Monroe did convey said Sub Lot Four

3rd The Circuit Court erred in decreeing the correction of the alleged mistake in said trust deed to said Monroe so that the description of the premises therein conveyed should read Sub Lot Four instead of Lot Four

4th The Circuit Court erred in decreeing that said Sub Lot 4 be sold or foreclosed upon, under said trust deed to said Monroe

5th The Circuit Court erred in finding and decreeing that the record of said trust deed to said Monroe was notice to purchasers of said Sub Lot 4 of any interest which Appellee claims under said trust deed to said Monroe

6th₁₁ The bill of Complaint is insufficient to warrant the decree of said Circuit Court.

7th₁₁ The findings and decree of said Circuit Court are not supported by the pleadings and the evidence.

8th₁₁ The finding and decree of said Circuit Court is contrary the evidence.

9th₁₁ The finding and decree of said Circuit Court is contrary to Law.

10th₁₁ The Circuit Court erred in admitting improper evidence.

By H. M. Matthews

Sol^r of Appellant

~~Case~~ 154

Brown
vs
Galloway

13926

Filed Sept. 12/74

Wm. W. Trumble

Attorney at Law
Chicago, Ill.

Brown vs Galloway
Andrew Galloway
Chicago, Ill.