

13771

No. \_\_\_\_\_

# Supreme Court of Illinois

Gray

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vs.

Keep

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71641  7



in said bill, dated the day aforesaid for the sum of  
Two hundred and eighty nine dollars each, on payable  
three months after date and the other six months  
after date and both bearing interest at the rate of ten  
per cent per annum, and that the said defendants  
knew to secure the payment of said notes then and  
therein made to the complainants the mortgage  
set out in said bill on that part of lot number one (1)  
in block number twelve (12) in the original town  
of Attauw in said county which is included within  
the following boundaries, that is to say: Commencing  
at a point on Sadall Street in said town eighty (80)  
feet South of the North East Corner of said lot, running  
thence South on said Street sixteen (16) feet thence  
West eighty (80) feet to the West line of said lot thence  
North on the West line of said lot sixteen (16) feet  
thence East eighty (80) feet to the place of beginning  
with the aforementioned, which said mortgage was  
lawfully acknowledged and recorded as alleged in said  
bill; and it further appearing to the Court that said  
defendants, Timothy D. Mackay claims some  
right or interest in said mortgaged premises, but  
that he acquired the same with notice of and  
subject to said mortgage and that there is now due  
on the said mortgage debt for principal and interest  
thereon according to the terms and effects of said notes  
the sum of four hundred and thirty two dollars and  
seventy eight cents (\$432.78) and that the same is a  
lien on said premises as against said defendants

and the court being now fully advised of and  
concerning the premises doth now finally order, adjudge  
and decree that the equity of the case is with the complainant  
and that the said defendant do within ten days  
after the date of this decree pay to said complainant  
the said sum of four hundred and thirty two dollars and  
seventy eight cents (\$432.78) with interest thereon  
from the date of this decree, together with all costs of  
this proceeding and in default of such payments being  
made within the time aforesaid that said mortgage  
premises be sold by Julius Perry Esq who is hereby  
appointed a special master in chancery for that purpose  
(W. H. S. Wallace the regular master in chancery being  
of counsel for complainant in this cause) that said  
special master give twenty days notice of the time and  
place of such sale by posting up written or printed  
notices thereof in three public places in said county for  
twenty days prior to said sale in which notices the  
parties to this suit the description of said mortgage  
premises and the time and place of sale thereof shall  
be stated with reasonable certainty. that said special  
master at the time and place mentioned in said  
notices shall offer said mortgage premises for sale  
at public auction and shall sell the same to the highest  
bidder for cash. that any of the parties to this suit  
may receive the purchase, that out of the proceeds of  
such sale the said special master shall pay first all  
costs in this case including the costs and  
commissions of said sale, second to said complainant

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the amount found by this decree to be due on said mortgage with interest thereon from the day date of this decree to the date of said sale and third to pay to said defendants or to the one entitled to receive the same any surplus that may be, that said special master receive and deliver to the purchaser or purchasers at said sale a certificate of such purchase allowing the redemption provided by law and in case said premises shall not be redeemed from said sale, in the time and manner required by law in such cases that said special master do unto and deliver to the purchaser or purchasers at said sale or to the legal holder of such certificate of sale a deed for said premises conveying all the rights title and interest which said defendant Oliver C. Gray had in and to said premises on the 16<sup>th</sup> day of April A.D. 1838 and on the production of said special master and the said defendants and all persons who may then be in possession of said premises and every part thereof shall on demand deliver up to the grantee in lease and the immediate & full possession of said premises, and that said special master report his proceedings under this decree to the next term of this court to which time this cause is continued for report"

And afterwards to wit at the same term of said court the following further order was made and entered of record in said cause in the words and

begins following to wit:

"Albert Kerp }  
" } Bill to fore close mortgage  
Oleis C. Gray }  
Timothy D. Mackony }

This day the defendant Gray comes and procs an appeal herein to the Supreme Court of this State, which is granted upon condition that he execute and file a bond to the complainants in the penal sum of eight hundred dollars with Francis Warner, clerk of court, which is accordingly done.

Said defendant Gray filed his said appeal bond on the 25<sup>th</sup> day of June 1889 in the words and begins following to wit:

"From all men by these presents that we Oleis C. Gray, Timothy D. Mackony and Francis Warner, all of Audala County and State of Illinois on behalf and jointly bound unto Albert Kerp of Cook County and State of Illinois in the penal sum of eight hundred dollars lawful money of the United States for the payment of which said and truly to be made we do hereby bind ourselves in his execution and administration jointly and severally jointly by these presents. Sealed with our seals and dated this 25<sup>th</sup> day of June A.D. 1889.

The conditions of the above obligation is such that

begins following to wit:

"Albert Kerp }  
" } Bill to fore close mortgage  
Oleis C. Gray }  
Timothy D. Mackony }

This day the defendant Gray comes and progs an appeal herein to the Supreme Court of this State, which is granted upon condition that he execute and file a bond to the complainants in the penal sum of eight hundred dollars with Francis Warner, as his security which is accordingly done,

Said defendant Gray filed his said appeal bond on the 25<sup>th</sup> day of June 1889 in the words and begins following to wit:

"From all men by these presents that we Oleis C. Gray, Timothy D. Mackony and Francis Warner, all of Audala County and State of Illinois on the one side and jointly bound unto Albert Kerp of Cook County and State of Illinois in the penal sum of eight hundred dollars lawful money of the United States for the payment of which said and truly to be made we do hereby bind ourselves in his execution and administration jointly and severally jointly by these presents. Sealed with our seals and dated this 25<sup>th</sup> day of June A.D. 1889.

The conditions of the above obligation is such that

whereas at the present term AD 1839 of the Circuit Court in and for the County of Sadale and State of Illinois, in a certain proceeding commonly called a bill for the foreclosure of a mortgage, on the one hand side of said court wherein the said Albert Kerp was plaintiff and the said Oliver C. Gray and Timothy D. Meahony were defendants the said court made and caused to be entered of record a certain decree in the said cause in favor of said Albert Kerp and against said Oliver C. Gray and said Timothy D. Meahony for the sum of four hundred and thirty two dollars and seventy eight cents and for the costs of said proceeding to be paid, from which decree the said Oliver C. Gray and Timothy D. Meahony prayed an appeal to the Supreme Court of the State of Illinois where said appeal was granted by the said Circuit Court.

Now therefore of the above named Oliver C. Gray and Timothy D. Meahony shall pay and satisfy the said decree with interest and damages in case said decree shall be affirmed in said Supreme Court or said appeal shall be dismissed in said Supreme Court, and shall duly prosecute their said appeal to effect, and without delay, then this obligation to be void, else to be and remain in full force and effect in law. Witness our hands and seals the day and year above written

Oliver C. Gray      *OCG*  
T. D. Meahony      *TDM*  
Francis Warrum      *FW*

State of Illinois, I John H. Cook Clerk of the  
Sudall County, do hereby certify  
County and State do hereby certify  
that the above and foregoing record contains a true  
copy of the decree, the order granting the appeal & the  
appeal bond in the said cause of Bishop & Grogan  
vs. Keatney as the same appear of record in my  
office. In Testimony Whereof I have hereunto set  
my hand and the seal of said Court at  
Ottawa this 30<sup>th</sup> day of April 1860  
J. H. Cook Clerk



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Oliver C. Gray &  
Timothy D. Keating  
Alfred C. Keating  
Recd



13771

~~Filed April~~  
Filed May 1<sup>st</sup> 1860  
L. Leland  
Clerk

432.75  
05  
\$21,631.90 Dgo.

Recd. \$1.80

Draw #432.