

No. 14560

Supreme Court of Illinois

Young

vs.

Drizer et al

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division

No. 192

Young

Dea

1863

14560

UNITED STATES OF AMERICA,
STATE OF ILLINOIS, COUNTY OF COOK, SS.

Plas, before the Honorable, the Judges of the Superior Court of Chicago, within and for the County of Cook and State of Illinois, at a regular Term of said Superior Court of Chicago, begun and holden at the Court House, in the City of Chicago, in said County and State, on the first Monday, being the First day of December in the year of our Lord One Thousand Eight Hundred and Sixty Two and of the Independence of the United States of America the Eighty Seventh

Present, The Honorable

John Mc Wilson Chief Justice of the }
Superior Court of Chicago. }

Van H. Higgins }
Georg G. Gordon } Judges.

Joseph R. Ruff Prosecuting Attorney.

Daniel S. Hammond Sheriff of Cook County.

Attest, Thomas B. Carter Clerk.

Is it remembered that herebefore to wit on the
Thirtieth day of May in the Year of our Lord
One Thousand Eight Hundred and Sixty Two
there was filed in the office of the Clerk of the
Superior Court of Chicago by C. R. W. Sall
Solicitor for said Complainant a Certain Bill
of Complaint in words and figures following
to wit

1
Superior Court of Chicago
Of June Term AD 1862

State of Illinois }
Cook County } p

To the Judges of Said Court in
Chancery sitting

1 Your Oration James Young Sr and
Your Oration Catharine Young who is & was at the
time of the execution of the Trust Deed herein after
mentioned the lawful wife of said James Young senior
Shew unto Your Honors

That herebefore on the
23rd day of April AD 1860 for a long time prior to
said day the said James Young Sr was the owner
in fee of the Lands & Lots described as Lot 10 in
Block 41 in the Canal Trusts Subdivision of Section
Seven (7) in Township 39. Range 14 East also of
Sub Lot 1 & 2 in said Youngs Subdivision of Lot
8 in Block 41 in the Canal Trusts Subdivision of
Section 7. Township 39 Range 14 East

2 Your Oration further Shew
unto Your Honors that the said James Young Sr
is the head of a family composed of Your Oration
his said wife with whom he resides & did reside at
the execution of the Trust Deed hereafter mentioned
& of several children all of whom he maintained &
supported & does still maintain & support & who are living
with him is the major part of them as a portion of his
family

3

And Your Orators further shews unto Your Honors that on or about the 11th day of May A D 1860 the Said James Young Senior being indebted to the Amount of \$1001⁰⁰ & being desirous of obtaining money to pay the Same applied to one Benjamin H. Denny to procure him a loan of sufficient money to pay the Same which was done, and the Said James Young Sr for such loan gave his two notes, one for \$1200 payable in two years & one for \$3600 being for interest on the same loaned payable in one year from and after the date thereof and to secure the payment of the Same executed together with the Said Catharine Young an instrument in writing commonly called a Deed of Trust of which a Copy is hereto annexed & herewith filed

4

And Your Orators the Said Catharine Young alleges that she executed the Said Deed of Trust in ignorance of any of the terms of the Same that the Same was not explained to her & that she understood generally that it was an instrument of writing intended as a security for a loan which her said husband the Said James Young Sr was about to make but further than this she did not understand nor was she informed either by the Notary Public before whom she appeared for the purpose of acknowledging the Same nor by other persons

5

And Your Orators the Said Catharine Young further alleges that there is a dwelling house

standing upon Lot 10 above described, which is occupied & was so occupied at the time of & prior to the execution of said Trust Deed & has ever since been as a homestead by your Coatrix & the said James Young Senior & by their said family.

6 And your Coatrix further shows unto your Honor that she is informed & believes & so alleges that there is contained in said Trust Deed so executed by her a clause or provision to the tenor & effect that she your Coatrix & the said James Young do thereby expressly waive & release any & all right benefit privilege advantage & exemptions under or by virtue of any & all Statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise & especially under the act entitled an act to exempt homesteads from sale on execution passed by the General Assembly of the State of Illinois A D 1857 & approved February 11 A D 1857 and an act entitled an act to amend an act to exempt homesteads from sale on execution passed by said Assembly A D 1857 & approved February 17 1857.

7 But your Coatrix alleges that at or prior to the execution and acknowledgment of said Trust Deed she never knew nor understood that the said clause or provision or any similar one nor any waiver in any manner of her right to the enjoyment of said Lot & Dwelling as a homestead was contained in the

8. Same Nor was she nor informed of the Same Nor was
the Same Nor any part thereof read or explained
to her. And Your Country alleges that if she had
understood the Same she would not have executed
the said instrument Nor may the instrument contain-
ing such a provision or waiver of her Homestead rights
-ing, that she and her said husband are well advised
in years that they have but little time the said
Homestead and desire to retain & preserve their interest
in & to the Same & would never knowingly & voluntarily
Consent to its alienation

9. And Your Country further shew unto
Your Honors that the Certificate of the Notary Public
attached to the said Deed of Trust contains nothing
to show on its face that Your Country was informed of
her rights under the said Homestead act & that Your
Country voluntarily released or waived all right &
10 benefit under it. And Your Country alleges that she
was not in fact informed of her rights under said
Act by said Notary Public or by other person Nor
would she in fact understand them but executed
the said Deed of Trust in entire ignorance of them
& of effect of them

11 And Your Country further shew unto
Your Honors that the said Deed of Trust herein
first referred to was executed to Horace G. Chase
as Trustee to Secure the said two notes which were
made payable to Benjamin S. Dimick and that the said

Orator having obtained of Your Orator the Said James
Young Sr being unable to pay the Same, the Said
Horace G Chase has advertised said Lot including
said Homestead for Sale on the 14th day of May
A D 1862 according to the terms of said Deed of
Trust and Your Orator fears that the Said Horace
G Chase will proceed to sell the Same on the said
day unless he be enjoined by this Court whereby by
means whereof Your Orator will entirely lose the Same
& be deprived of this said Homestead & of all their rights
& privileges under said Homestead act

12

And Your Orator further shew unto
Your Honors that one William A. S. Van Duzer
Claims now to be the legal assignee of said Trust
Deed which is duly recorded in the Records office
of Cook County in Book 191 of Deeds page 620

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Wherefore Your Orator prays that the Said
William A. S. Van Duzer, Benjamin P. Quincy & Horace
G Chase be summoned to appear at the next Term
of this Court & that the Said Horace G Chase may
be enjoined from proceeding to sell the said Lot Tr
(10) in Block 41 Canal Trust Subdivision as
Section 7, 39, 14 East being the Homestead of Your
Orator or from taking any steps as such Trustee under
the provisions of said Deed of Trust toward selling the
Same until the further order of this Court and that
the said Injunction may be perpetual

James Young
Catharine Young

Trustee Sale. Whereas James Young Senior and Catharine Young his wife of the City of Chicago of the County of Cook State of Illinois executed to me the undersigned as trustee a Certificate of trust dated the twenty third day of April A.D. 1860 and recorded in the Records office of this County of Cook and State of Illinois in Book 191 of deeds page 620 conveying the property hereafter described to secure the payment of two Ontario promissory notes bearing even date with said trust deed payable to the order of B. F. Downing for the full sum of \$1500 - each with interest at the rate of ten per Cent per Annum after date one of said notes being for the sum of three hundred and fifty dollars and payable one year after date and the other of said notes being for the sum of twelve hundred dollars and payable two years after date and whereas default was made in the payment of both said promissory notes and there now remaining due thereon and unpaid the whole of the principal sum of each of said notes and interest thereon at the rate of ten per Cent per Annum. Since the said notes became due and payable, and whereas application has been made to me by William A. S. Van Duzer the legal holder of both of said promissory notes to sell the property hereafter and in said trust deed described in accordance with the provisions thereof.

Now therefore public notice is hereby given that in pursuance of the power and authority vested in me by

4

Said deed of trust and for the purposes therein set forth
I shall on Wednesday the Twentieth (14) day of May
A D 1862 at ten o'clock in the forenoon of said
day at the North door of the Court House in the
City of Chicago County of Cook and State of Illinois
sell at public Auction to the highest bidder for Cash
the premises described in said deed of trust as follows
all the following described premises Situate in the City
of Chicago County of Cook and State of Illinois known
and described as lot two (2) in block forty one (41)
in the Canal Trusts Subdivision of Section Seven (7)
in Township Thirty Nine (39) Range first (14) East
also Sub lots one (1) and two (2) in said Youngs
Subdivision of lot eight (8) in block forty one (41)
in the Canal Trusts Subdivision of Section Seven (7)
in Township Thirty Nine (39) Range Twentieth (14) East
together with all and singular the privileges and
appurtenances thereto belonging and all right
title benefit and equity belonging or redemption
of the said James Young Senior and Catherine Young
his wife. This is and assigns theirs

Horace E. Chase
Trustee

Chicago May 3 1860

State of Illinois }
Cook County } James Young Senior and Cath-
-arine Young being duly sworn say that they have

And read the Within Bill & know the Contents
thereof & that the Same is true of their own Knowledge
except as to the matters & things stated to be on
information & belief & as to those things they believe
it to be true

Given before me this }
13th day of May (A D 1862) }
Thomas B. Carter
Clerk

James Young
Catharine Young

- 18 Let an order be entered for the issuing of the writ of
Injunction pursuant to the prayer of the Within Bill
upon Complainant James Young filing his Injunction
Bond with James Goran as Surety in the penalty of
Two hundred and fifty dollars

John M. Wilson of }
To the Clerk of the } Superior Court of Chicago
Superior Court of Chicago }

And on the Same day and Year aforesaid Said
day being one of the days of the May Term of Said
Court the following among other proceedings was had
in Said Court and entered of record to wit

James Young Sr and
Catherine Young

Bill for Inj.

vs
William A. S. Van Duzer
Horace G. Chase, and
Benjamin H. Quincy

On reading and filing
of the Bill of Complaint in this Cause and on
Motion C. R. W. Sull Solicitor for said Complainants
it is ordered that a writ of Injunction be issued
as prayed for in said bill of Complaint on Com-
plainants filing bond in penalty of Dollars
with as Security

19 And on the same day and year aforesaid the
Complainants to herein filed their Petition and in
words and figures following to wit

Know all men by these Presents; That we
James Young Senior as principal and James Gorman
Joseph Wilcox are held firmly bound unto William
A. S. Van Duzer Horace G. Chase & Benjamin H.
Quincy in the special sum of two hundred & fifty
Dollars for the payment of which said sum well &
truly to be made we bind ourselves our heirs Executors
& Administrators jointly & severally by these Presents
Sealed with our Seals & dated this 13th day of May
A D 1862

The Condition of the above obligation is such that
James James Young Senior & Catharine Young
James Gorman Joseph Wilcox have filed their Bill
in Chancery in the Superior Court of Chicago against
Horace G. Chase William A. Sanduzer & Benjamin
H. Dumbley & have prayed out an injunction against
Said Horace G. Chase.

Now in Case the Said Complainants
James Young Senior shall pay Such Costs & Such
Damages as may be awarded against him on the
dismissal of Said Bill or the dissolution of Said
Injunction then this obligation to be void other-
wise to remain in full force & effect

James Young (Seal)
James Gorman (Seal)
Joseph Wilcox (Seal)

20 And afterwards on the same day and upon
affidavit there issued out of the Office of the
Clerk of said Court the People's Writ of Injunction which
Said Court with the Sheriff return thereunder
An in (under) and signed following to wit

State of Illinois
County of Cook

The People of the State of Illinois
vs Horace G. Chase, and by their Attorneys, Solicitors

Agents and Servants, and each and every of
them Greeting;

20

Whereas, it hath been represented to
the Honorable John M Wilson one of the Judges of the
Superior Court of Chicago in Said County and State
appeared on the part of James Young Jr and Catharine
Young Complainants in this Certain Bill of Complaint
submitted before Said Judge and filed in Said Court
against You the Said Horace G Chase et al to be
replied touching the matters and things ^{things} complained of
in which Said Bill, it is stated, among other things
that You are Combining and Confederating with others
to injure the Complainant, touching the matters set
forth in Said bill, and that Your doings and doings
in the premises are Contrary to equity and good Con-
science, And the Said Judge, having under his hand
and sealed upon Said Bill an order that a writ of
Injunction issue out of Said Court according to the
prayer of Said bill; We, therefore, in Consideration
thereof, and of the particular matters in Said bill set
forth, do Strictly Command You, the Said
Horace G Chase and the persons before men-
tioned, and each and every of You, that You do
Absolutely Desist and Refrain from proceeding
to Sell Lot Ten (10) in Block Forty One (41)
Canal Fronted Subdivision of Section 7. 39. 14
East being the Homestead of the Complainant or
from taking any steps as Fronted under the

provisions of a Decree of Court mentioned in said
Bill towards selling the same until this
Honorable Court in Chancery sitting shall make
the order to the contrary, Hereof fail not
under the penalty of what the law denotes

To the Sheriff of said County to execute and
return in due form of law

(Seal)

Witness Thomas O Carter, Clerk of said
said Court and the Seal thereof at Chicago
in said County this 14th day of May
A D 1862

Thomas O Carter
Clerk

21 Served this writ in the within named Horace
G Chase by delivering a true copy thereof to him
the 14th day of May 1862

Anthony C Hering Sheriff
By P A Bromberg Deputy

Horace G Chase &
William A S Van Duzer

ad
James Young Senr &
Catharine Young

In Chancery

The Superior Court of Chicago

State of Illinois }
Cook County }

The joint and several Answer
of William A S Van Duzer & Horace G Chase defend-
ants to the Bill of Complaint of James Young Senr
and Catharine Young Complainants

These defendants now and at all times saving
to themselves all exceptions to the many errors & in-
sufficiencies in said Bill contained for Answer thereto
they Answer and Say, That they admit that on the
23rd day of April A D 1860 the said James Young Senr
was the owner of said lot no two as in said Bill
alleged, but they deny that said James Young Senr
has since continued such owner, but aver upon infor-
-mation and belief that said lot was conveyed by
said Young on or about the 12th day of June A D 1860
to one William M'Evoy in trust for the benefit of sundry
persons therein mentioned & that in the deed thus made
by said Young to said M'Evoy & recorded in the office
of the Recorder of said County of Cook in Book 177 of
deeds page 62nd

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These defendants further say that they admit

that the Said Catharine Yang is the wife of Said James Yang Sen and as to the allegations in said bill with reference to the family of Said Yang and their support and maintenance, and as to the occupancy of Said lot the defendants have not sufficient knowledge on which to form a belief

25-

Defendants further answering say upon information & belief that they deny that Said Catharine Yang executed said Trust Deed in ignorance of its terms and that it was not read over to her and that she did not understand the contents thereof and that she did not know that the same contained a provision waiving Homestead rights and that the notary taking the acknowledgment thereof did not make her acquainted with the same and that she executed said Trust Deed in ignorance of the provisions thereof and of her rights in the premises as charged in said bill of Complaint, but in respect to such matters & statements they say that the usual Certificate of acknowledgment is annexed to said deed containing statements which the defendants believe & charge to be true and that said officer did his duty as he has therein Certified

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Defendants admit that there is a dwelling house on said lot two. They also admit that said Trust Deed does contain a clause stating that said Complainant expressly waives and releases all their rights & benefit of privilege & advantage under the Statutes

of this State providing for exemption of Homestead
and especially under the acts of Feb 11th 1857 and
Feb 14th 1857 as charged in said bill of Complaint;
but these defendants deny that the Certificate of
Notary Public stating said Acknowledgment contains
nothing to show on its face that said Catharina was
informed of her rights under said Homestead act &
that she waived and released her rights under them
as charged in said bill and on the contrary, these
defendants insist that said Certificate does show
on its face that all rights & benefit which said Com-
plainant may have had under said exemption laws
were properly & legally waived & released and submit
the Construction of said Certificate & Deed to the decision
of this Court,

27. Defendants also admit that said Deed
& Certificate are properly copied & filed with said bill
but they claim the right to produce the originals on
the hearing of this Cause.

28. Defendants further Answering say that they
admit that the said William A Van Duzer claims
to be the equitable owner of the notes and Trust deed
as in said bill averred and with reference thereto
the said Van Duzer of his own knowledge and the said
defendant Chase upon information & belief say that
the said Van Duzer is now & for some time has been the
legal owner & holder of said notes & Trust deed, having
purchased the same in the utmost good faith before

either of said notes become due, to wit on the 12th day of Jan'y 1861 and paying therefor the sum of \$1338.43 and that in so purchasing the same he relied upon and trusted the said Trust deed as his security for said notes, that the same was in due form both in the deed & the said acknowledgment, and that as against the demands of said Van Duzer the said notes & appurtenances were conveyed in said deed to said Chase as trustee entirely free & clear of any and all rights & claims, present & otherwise in case it became necessary to have the same sold by said Trustee to pay the notes to said Van Duzer in case of default as in said deed provided, and that the defendants insist that the injunction issued herein should be dissolved and that said Chase be allowed to proceed to sell said premises as in and by said Deed of Trust he is empowered to do in default having been made in the payment of said notes and that the defendants may be hence dismissed with their reasonable costs and charges in this behalf most respectfully sustained

Geo W Thompson
Sol for defts

W A S Van Duzer
Horace G Chase

State of Illinois }
County of Cook } SS

William A S Van Duzer

29

being duly sworn says the above answer by said
Subscribed is true in substance and fact except
as to those matters therein stated to be upon infor-
mation & belief and as to those matters he believes it
to be true

Subscribed & sworn to before
me this 17th day of November
A D 1862
Thomas B. Carter
Clerk

W. A. S. Van Duzer

And afterwards to wit on the fifteenth day of
December in the Year aforesaid the Complainant by
Sall & Atwood their Attorneys or Solicitors filed herein
their Certain Replication in words and figures
following to wit:

30

James Young & Son

vs

Superior Court of Chicago

et al

Replication

W. A. S. Van Duzer

et al

And now Comes the

Said Complainant & stating & reserving to themselves all
manner of Exceptions to the many errors & misappre-
hensions of said Dfts. answer says

That they will aver & prove the said Bill
to be sufficient Certain & true & that the answer
thereto is insufficient uncertain & untrue to be replied
to by said Complainants. All of which matters
& things said Complainants will be ready to aver
& prove as this Court shall direct & pray of
Sull & Atwood
Dec 16, 62 for Complt

31 And afterwards on the same day and upon
aforesaid said day being one of the days of the
December Term of said Court the following
Among other proceedings was had in said Court
and entered of record to wit

Amos Young Senior
and Cassimir Young
vs Decree dissolving Inj & Bill dismissed
William S Van Dusen
Benjamin H Quindy
and Horace G Chase

31 And now Comes the parties to
this Cause by their Solicitors respectively and the Cause
Coming on to be heard upon the motion of said defendant
to dissolve the injunction heretofore granted herein and
Counsel being heard thereon and the Court being fully
advised in the premises it is Considered by the Court

11
that the motion should be sustained; it is therefore
ordered adjudged and decreed by the Court that
the injunction in said Cause be dissolved and that
the bill be dismissed at Costs of said Complainant
James Young Senior.

32 And therefore said Complainant James
Young Senior brings an Appeal herein to the Supreme
Court of this State from the judgment of this Court,
which is allowed upon filing appeal bond in two
dolls in penalty of three hundred dollars with security
to be approved by a judge of this Court

33 And afterwards do wit on the Twenty Fifth
day of December in the Year aforesaid the said
James Young Senr filed herein his Certain Appeal
bond in words and figures following to wit:

Know all men by these Presents
That we James Young Sr Richard H Conway
of the County of Cook & State of Illinois are held
& firmly bound unto William S Van Duzer &
Horace G Chase also of Said County in the penal
sum of Three Hundred Dollars (\$300) lawful money
of the United States for the payment of which well
& truly to be made we bind ourselves our heirs
Executors & Administrators jointly Severally & finally
by these Presents

Witness our hands & Seal this 24th
day of December A D 1862

The Condition of the above obligation is
such that whereas the Said James Young Sr & Cath-
arine his wife had filed his Bill of Complaint in the Said
Superior Court of Chicago praying for a perpetual in-
junction against the Said William S Van Duzer & the Said
Horace G Chase which said Bill of Complaint was
by the Said Court on motion of the defendants therein
at the Said December Term A D 1862 of said Court
dismissed at the Cost of Said James Young & the Said
Injunction dissolved by the order & decree of said
Court from which Decree the Said James Young has
prayed an appeal to the Supreme Court of Said State

Now therefore if the Said James Young Sr
shall duly prosecute his said appeal with effect
& moreover pay the Amount of any Judgment Costs

intents & damages rendered & to be rendered against
him in Case the said Decree shall be affirmed
in said Supreme Court then the above obligations
to be void otherwise to remain in full force & effect

James Young Sr Seal
Richard R Conroy Seal

Taken & returned into Ligon
our atty office in Chicago
this Day of Decem-
ber A D 1862

Attest by our
John M Wilson C of
Supreme Court of Chicago

James Young Sen^r & Wife To H. G. Chase & Co.

15

This Indenture Made this twenty third day of April in the year of our Lord one thousand eight hundred and sixty Between James Young Senior and Catherine Young his wife of the city of Chicago County of Cook and State of Illinois party of the first part. and Horace G. Chase of the City of Chicago County of Cook and State of Illinois party of the second part. Witnesseth that whereas James Young Senior aforesaid has executed two certain promissory notes bearing even date herewith payable to the order of B. T. Downing for the full sum of fifteen hundred and sixty (\$1560) Dollars each with interest at the rate of ten (10) per cent per annum after due - one of said notes being for the sum of Three hundred and sixty dollars and payable one (1) year after date. and the other of said notes being for the sum of Twelve hundred dollars and payable two (2) years after date. And whereas the said James Young Sen^r and Catherine do

wife are desirous of securing not only
^{prompt} the payment of said promissory
notes but also of effectually securing
and indemnifying the said B. F. Dow-
ning or his assigns for or on account
of any assignment endorsement or
guaranty of said notes. 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 the
sum of Fifteen hundred (\$1500)
dollars to us in hand paid by said
party of second part the receipt
whereof is hereby confessed have and
hereby do grant bargain sell and
convey unto the said party of the se-
cond part his heirs assigns or success-
or in trust for ever all the following
described premises situated in the City
of Chicago County of Cook and State
of Illinois known and described as
Lot ten (10) in Block forty one (41)
in the Canal Trustee's Subdivision
of section seven (7) in Township
thirty nine (39) range fourteen (14)
East. Also Sublots one (1) and two (2)
in said Youngs Subdivision of Lot

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eight (8) in Block forty one (41) in
The Canal Tracts Subdivision of
Section seven (7) in Township thirty
nine (39) range fourteen (14) East
with all buildings and improv-
ments now on or which may be
hereafter placed on said premises
to have and to hold the same
together with all and singular
the privileges and appurtenances
thereunto belonging. On trust never-
theless that in case of default in the
payment of the said promissory
notes or either one of them or any
part thereof according to the tenor
and effect of said promissory notes
then on the application of the legal
holder of said promissory notes or
any or either of them it shall and
may be lawful for the said parties of
the second part his heirs assigns or
successor in trust either in person or
by attorney to sell and dispose of said
property or premises above described
and all the right title benefit and
equity of redemption of the said parts
of the first part their heirs or assigns
therein at public auction at the Court

Door of the Court House in the City
of Chicago County of Cook and State
of Illinois to the highest bidder or
bidders for Cash first giving notice of
the time and place of such sale by
publishing such notice in one of the
news papers at that time published
in said City of Chicago ten days
before such sale which sale may
be adjourned from time to time as may
be said party of the second part his
heirs assigns or successor in trust be
thought expedient by public procla-
mation or otherwise personal notice
to said party of the first part of such
sale or adjournment of sale being hereby
expressly waived and said party of the
second part is hereby fully authorized
to make execute and deliver to the
purchaser or purchasers at such sale
or adjourned sale good and sufficient
deed or deeds of conveyance for the
premises sold and out of the proceeds
of such sale after paying all costs of
advertising and sale commissions and
other expenses of this trust including
all money advanced for insurance
taxes assessments or liens of any kind

on said premises with interest thereon
at ten percent per annum to
pay the amount of principal and
interest which shall appear by
said notes to be unpaid at the
time of such sale rendering the
overplus (if any) unto the Party of
the first part their legal repre-
sentatives or assigns on reasonable
request and it shall not be obligatory
upon the purchaser or purchasers
at any such sale to § 22. To the appli-
cation 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 par-
ty of the first part or any of them
and the said James Young Benward
Leatherne Young his wife parties of the
first part hereby expressly waive and
rebrace any and all right benefit
privilege advantage and exemption un-
der or by virtue of and all statute
of the State of Illinois providing

for the exemption of homesteads
from sale on execution or otherwise
and especially under the act ^{un act} entit-
led to exempt homesteads from sale
on execution passed by the General
Assembly of the State of Illinois
A.D. 1857 and approved February 11
A.D. 1857 and an act entitled an act
to amend an act to exempt ^{passed} hom-
steads from sale on execution, by
said Assembly A.D. 1857 and approved
February 14th 1857 and the said
James Young senior for himself heirs
executors and administrators, covenants
and agrees to and with the said
party of the second part his legal
representatives or successor in title
that at the time of the executing 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 bar-
gain and sell the same in manner
and form as aforesaid and that
the same are free and clear
from all liens and encumbrances
whatever except as herein spec-
ified and it is further stipulated

and agreed that in case of default
in any said payments of principal
and interest as aforesaid or of a breach
of any covenants or agreements herein
then and in that case the whole
principal sum here secured and the
interest according to the tenor and
effect of said evidence of indebtedness
to the time of sale shall at the option
(without notice thereof to said party of
the first part their heirs assigns or legal
representatives) of the legal holder or
holders of said notes or either of them
become at once due and payable and
the premises hereby conveyed may be
sold in like manner and with the
same effect as if the said indebtedness
had matured and it is further agreed
by the parties hereto that on making
sale as above provided for said party of
the second part may sell the premises
either in parcels or altogether as he may
see fit that all the acts & trusts which
he is by these presents empowered to
perform and execute he may perform
and execute as well by attorney as in
person and that in case said party
of the second part either in person or

by his attorney shall hereafter execute any deed conveyance or instrument in writing which purports to be executed in pursuance of the provisions of this deed such deed or instrument of writing shall be prima facie evidence that the same was properly and lawfully made by said party of the second part in pursuance of the power hereby granted. And it is further agreed and especially understood that in case of the death registration removal from the City of Chicago or other inability to act of the said party of the second part then Samuel B. Chase of the said City of Chicago shall be and hereby is appointed and made successor in trust herein with like power and authority as the said party of the second part and the premises shall become vested in such new trustee accordingly and the said parties of the first part hereby covenants and agree to keep the buildings and improvements on said premises insured to the amount of Five hundred dollars in some safe and reliable insurance Company to be selected by said party of the second part or approved by him & duly assigned to

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

Daniel Young Sen^r 352d

Catherine Young Seal

State of Illinois

Cook County J^s D. W. H. Merriam a

Notary Public in and for the City of
Chicago in said County in the State
aforesaid do hereby certify that Daniel Young
Senior and Catherine his Wife who are
personally known to me to be the per-
sons whose names are subscribed to
the within trust deed as having execu-
ted the same appeared before me this
day in person and acknowledged that
they signed sealed and delivered the
said instrument of writing as their free
and voluntary act for the uses and
purposes therein set forth and thereby
conveyed all their right title and in-
terest in and to the premises described
in said deed and expressly waived and re-
leased all right claim benefit privilege
advantage and exemption under any
and all homestead exemption laws
so called. And the said Catherine

Young wife of the said James Young
Senior having been by me examined
separate and apart and out of the hear-
ing of her husband and the contents
and meaning of the said Trust deed
having been by me made known to
her and fully explained to her acknow-
ledged that she had freely and volun-
tarily executed the same and relin-
quished her dower and all right title
and interest to the lands and ten-
ements therein mentioned and express-
ly waived and released all right
claim benefit privilege advantage
exemption under any and all home-
stead exemption laws so called with-
out compulsion of her said husband
and that she does not wish to retract
the same.

Given under my hand and notarial
seal this twenty third day of April in the
year our Lord one thousand eight
hundred and sixty

G. S.

W. F. Merriman
Notary Public.

No. 32.296 filed April 25 1860
Recorded in Book 14 of Assds page 620

State of Illinois }
County of Cook } ss I William L. Church Clerk
of the Circuit Court and Ex officio Recorder
in and for said County in the State afore-
said do hereby certify that the annexed is
a true copy of a certain Instrument filed in
my office on the Twenty fifth day of April
A.D. 1860 and Recorded in Book No 191
of Deeds on page 620 the parties to the same
being James Young Sen^r of the first part
and H. G. Chase of the second part.

In Testimony Whereof I have here-
unto set my hand and affixed the seal
of our said Court at Chicago this 25th day
of May A.D. 1860

W. L. Church

(Seal)

Notary Public for Cook County

My office is at Chicago

State of Illinois
County of Cook
I Thomas B Carter Clerk
of the Superior Court of Chicago within and for
the County and State aforesaid do hereby Certify
that the foregoing is a full true and complete transcript
of all the proceedings on file in my office - all the orders
of Court and the Decree entered of record together
with the Appeal Bond filed; in a Certain Case
wherein James Young Senior and Catharine Young
were Complainants and William A New Dager
Benjamin F Dwyer and Horace G Chase were
defendants



In testimony whereof I have
hereunto set my hand and
affixed the Seal of said Court
at Chicago in said County this
Tenth day of April A D 1863
Thomas B Carter
Clerk

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James Young
v
Van Duzer et al
Record

Filed April 22nd 1863.
L. Leland
Clerk