

8770

No. _____

Supreme Court of Illinois

Calvin Gold

vs.

Ryan, Assignee,

71641  7

State of Illinois Gallatin County
In the Gallatin Circuit Court

Original
Bill.

Albert G. Caldwell & Ebenezer Z Ryan assignees
of the President, Directors and Company of
the Bank of Illinois at Shawan town

vs

Calvin Gold & Hannah Gold

November the 8th 1850. The complainants
filed in the office of the clerk of said court
their bill in Chancery in words and figures
following to wit.

"State of Illinois } In the circuit court of Gallatin
Gallatin County } ^{for} county in chancery sitting
November Term A.D. 1850.

To the Hon William A. Dunning Presiding in
Chancery in Gallatin County Illinois
Humbly complaining sheweth unto your
Honor your Orators Albert G. Caldwell of
Gallatin ^{County} and Ebenezer Z Ryan of Lawrence
County Ills assignees of all the rights credits
and debts due to the President Directors and
company of the Bank of Illinois at Shaw-
-nectown that heretofore to wit on the 27th day
of April A.D. 1836. Calvin Gold and Hannah
Gold his wife by their certain deed of Inden-
-ture commonly called a mortgage deed
granted bargained and sold aliened and
conveyed unto the President Directors & Comp-
-any of the Bank of Illinois all these

Abstract of
27th April 1836.

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Original
Bill.

certain tracts of land described as follows
situate in said Gallatin county Illinois
That is to say the $\frac{1}{2}$ of the S.W. quarter of section
Twelve Town 10 S. R nine East, N.W. $\frac{1}{4}$ of the
S.W. $\frac{1}{4}$ of section Twelve in Town 10 S. R nine
east. The N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ sec Eleven Town
Ten south Range nine east. The south east
 $\frac{1}{4}$ quarter of section thirty one T 10 South Range
Ten East. West half S.W. $\frac{1}{4}$ sec Thirty one T 10 S. R
10 East. The S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of sec 31 T 10 R. R 10
east also one hundred and ^{twenty} ~~thirty~~ four acres
more or less part of N. $\frac{1}{2}$ and the S.E. $\frac{1}{4}$ of
section no one in Town Ten south Range nine
east. Patented to our Benjamin White & him
conveyed to the heirs of John Brown decd
and sold under decree against them
to McLean and by him to said C Gold
also the following lots upper part of in lot
in Shawm town No 1145 containing eight three
feet front on the river also seventeen feet
front on the river being parts of in lots
No 1159 & 1160 in Shawm town when Mr Scoles
then lived also the half of in lot 1146 fronting
104 feet on main street and fifty two feet on
main cross street in said town when our
Mr McDaniel then lived also in lot in said
town no 1151 excepting so much of the same
as was then occupied by the house of John
~~McDaniel~~ ^{McDaniel} decd and extending back with the width
of said house to the back line of said lot
which last lot was then mortgaged to our
Henry Eddy - Your Orators state that the

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Original
Bill

Note of 27th
Apr. 1836

said Mortgage deed was subject to a condition thereunder written by which it was witnessed that whereas the said Gold did on the said 27th April A.D. 1836 execute and deliver his certain promissory note to the President Directors &c of the Bank of Illinois for Two Thousand Dollars payable in one hundred and eighty days after the date thereof with interest thereon at the rate of Eight per cent per annum from then until paid then if the said Calvin Gold should ~~not~~ well and truly pay the said promissory note according to the tenor and effect thereof with all interest which might grow due thereon and in case the said note was renewed for the same or any smaller sum part thereof should well and truly pay the amount of said renewed note with all interest to grow due thereon and so on for any other renewal the said mortgage deed was to be null and void otherwise to be in full force. which said deed duly executed and acknowledged was recorded in Gallatin County on the 10th May 1836. Your Orators further shew unto your Honor that in conformity with ^{the terms of} said condition the said Calvin Gold on the day of A.D. renewed the said note by giving his note to the President Directors &c of the Bank of Illinois for the sum of \$ payable in months from said date with eight per cent interest upon which said renewed note there is due to the Bank of Illinois the sum of \$

Note in
renewal
of same.

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Original
Bill

2nd Mortgage
of 10th May
1837.

which run your orators as their assigns
are well entitled to have out of said
mortgaged premises. Your orators aver that
the said Hannah Gold by the execution of said
deed aliened and released her dower in
the premises therein described. Your orators
further shew unto your Honor that on
the 10th day of May A.D. 1837. that the said
Calvin Gold and Hannah his wife by their
certain other Mortgage deed executed by the
said Hannah so as to release her right
of dower did grant bargain sell alien &
convey unto the President directors and
company of the Bank of Illinois all their
lands in Gallatin county described as follows
The South half of South West 1/4 of Sec thirty
five Town nine south Range nine east also
the West half of the North West quarter of section
thirteen in Township ten south of Range nine
east. also the east half of the South West
quarter of section twenty four in Town nine
south Range nine East also the South West
quarter of the North East quarter of section
eleven in the same Township and Range
also the South West quarter of the South West
quarter of section twelve in the same Town-
ship & Range. also the North West quarter
of the North East quarter of section eleven
in same township & Range. Also all the
lands and tenements contained in the
afore described mortgage dated 27th April
1836. The intention of said Calvin Gold being
that this mortgage should cover all and

Original
Bill.

Note of 10th
May 1837

every interest in the said first described
lands which might revert to the said parties
of the first part after paying the debt thereby
secured - which last recited mortgage was
subject to a condition therein written,
which recited that the Bank had that
day lent to the said Gold the sum of Two
Thousand Dollars for which the said Calvin
Gold had that day executed his promissory
note to them by which he promised to pay
them One hundred and ninety days after the
date thereof the said sum of Two Thousand
Dollars with eight per cent interest thereon
it was further witnessed thereby that if the said
Calvin Gold should well and truly pay and
discharge the said note according to the
tenor and effect thereof with all the interest
~~and cost~~ which might grow due thereon, and
in case of the renewal of said note for the same
or any smaller sum should well and truly
pay the amount of said renewed note with
all the interest that might grow due thereon
and so on for any subsequent ^{or further} renewal then
the said conveyance to be void otherwise to
be in full force and effect. which said deed
after being duly acknowledged was recorded
in Gallatin County 8th Decr 1837 all of which
will more fully appear by reference to said
Mortgage a copy of which is herewith filed as
exhibit (B) and referred to as part of this Bill
Your Orators aver that afterwards to wit on
the day of A.D. the said Calvin
Gold renewed his said note secured as above
according to the above condition and executed

Note in
Renewal of
Same.

Original
Bill.

his renewed note by which he promised to pay
after the date thereof the sum of
\$ to the said President Directors and
Co with interest at the rate of eight per cent
per annum until due your Orators alledge
that there is now due and in arrear upon said
renewed note the sum of Dollars
for which sum they have right to have said
two mortgages foreclosed and payment out
of the property therein described awarded to them.

Your Orators further shew unto your Honor
that on the 26th day of June AD 1839. the said
Calvin Gold and Hannah his wife the said
Hannah thereby releasing her dower did by
their certain deed of Mortgage of that date
grant bargain alien sell and convey unto
the said President Directors & Company of
the Bank of Illinois at Shawneetown
all the following lands to wit. the west half
of the South west quarter of section Thirteen
Town Ten South Range nine east also the
east half of the South east quarter of section
fourteen in same Township & Range also
the south west quarter of the north east quarter
of section Twenty one Township nine south of
Range ten east also the North east quarter of the
North east quarter of section eighteen in Town-
ship eleven South Range Ten east also all
the lands and tenements in the two last
Mortgages in this bill set out as dated April
27. 1836 and 10th May 1837. between the same
parties the intention being that the last
recited mortgage should cover any and

3rd Mortgage
of 26th June
1839

Original
Bill-

Note of 26th
June. 1839.

all interest which might revert to the said parties after satisfying the intents and purposes of said two recited mortgages of 1836 & 1837. which said mortgage deed was and is subject to a condition therein written by which it was witnessed that as the said President Directors and company of the Bank of Illinois had on that day lent to the said Calvin Gold Two Thousand Dollars, for which he the said Calvin had executed to them his promissory note bearing even date therewith by which he promised to pay the said sum with interest thereon at the rate of eight per cent per annum from date until paid seven months after the date thereof. then if the said Gold should well and truly pay to the ^{said} Bank the amount of said promissory note according to the terms and effect thereof and in the event of his renewing the same for the same or any smaller sum. should well and truly pay such renewed note and so on until the entire debt should be extinguished the said deed was to be void otherwise to remain in full force and effect. which said deed was duly recorded on the 16th Aug 1839. all of which will more fully appear by a copy thereof herewith filed marked exhibit (C) and referred to as part of this second bill.

Note in
renewal
of same.

Four Orators alledge and declare that after-
wards to wit on the day of A.D. the
said Calvin Gold according to the condition
of said Mortgage deed renewed the said
note and executed his other note of that
date payable to the said President

Original
Bill.

Directors &c for the sum of
Dollars with eight per cent interest thereon
from due until paid. Payable in seven
months after the date thereof which said
note with the interest thereon accreted is still
due and ~~and~~ owing amounting to
Dollars for which amount your orators have
a right to have said Mortgage foreclosed

4th Mortgage
of 20th Aug.
1840.

Your orators further shew unto your
Honor that afterwards, to wit on the 20th day of
August 1840 the said Calvin Gold and
Sarah Gold his wife by their certain deed
of Mortgage of that date in consideration
of One thousand nine hundred Dollars
granted bargained and sold unto the Pres-
ident Directors and company of the Bank
of Illinois all and singular the lands
tenements and real estate of what kind
and nature soever named described or referred
to in the then above recited Mortgage Deeds
executed Calvin Gold & Sarah Gold his wife
to the said Bank and bearing date the
first on the 10th day of April 1836. the second on the
10th day of May 1837. and the third on the 26th
day of June 1839. as fully and completely
as though the said premises were therein
separately described and set down and
for this purpose it was by the said Mort-
gage recited that the then ^{said} several mortgages
are made part and parcel of the last
recited mortgage. which said Mortgage
was rendered upon the express condition
that as the said parties of the second part

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Original
Bill -

Note of 20th
Aug. 1840 -

thereto had that day lent to Calvin Gold.
The sum of Nineteen Hundred Dollars
for which ^{the} said Calvin had that day executed
his promissory note payable to the said
President Directors & Co of said Bank in
seven months after ^{the} date thereof with interest
thereon at the rate of eight per cent per annum
from date until paid then if the said
Gatwood should well and truly pay the
said note when the same became due
and on renewal pay the renewed note accor-
ding to its terms and effect then the said
Mortgage was to be void. otherwise to remain
in full force and virtue. Your orators
alleged that the said note thus last described
with all interest that is still due and in arrear
amounting now to the sum of three thousand
four hundred and ~~forty~~ ^{thirty} three Dollars which said
sum your orators have a right to claim and
demand out of the lots and real estate in said
then recited deeds of Mortgage contained and
described as will more fully appear by reference
to said deeds of Mortgage a copy of which is
herewith filed marked Exhibit (D) Sprayed to
be taken as part of this bill. Your orators
further shew unto your Honor that heretofore
on the 9th day of September 1840 the said Calvin
Gold by his deed of Mortgage of that day actua-
ly acknowledged and recorded did grant bargain alien
sell and convey unto the said President Directors
& Co of the Bank of Illinois all those certain
lots and parcels of land described as follows
to wit the Shawmutown Plots no 1085, 1086,
1087, 1088, 613, 614, 615, 616, 793, 794, 795, 796, 797, 798.

5th Mortgage
of 9th Sept.
1840 -

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Original
Bill.

799, 800, 609, 610, 611, & 612 all of which are numbered as above upon the Town plot of Shawmutown Gallatin County which said mortgage deed is subject to a condition thereunder written by which it is witnessed that whereas the said Presidents Directors & Co of the Bank of Illinois had on that day lent to the said Calvin Gold Twelve Hundred Dollars for which sum he had executed to them his promissory note payable in seven months after the date thereof with interest thereon at the rate of eight per cent per annum from due until paid then if the said Gold should well and truly pay to the said Presidents Directors & Co the said note and all the interest thereon accruing according to its terms or in the event of renewal should pay such renewed note according to its terms the said deed to be void otherwise to be in full force & effect - Your Orators allege that the money for which said last note was given is all in arrear and unpaid and amounts to the sum of Two Thousand one hundred and four dollars for which sum your Orators have right to sell the lots in the last deed of Mortgage enumerated your Orators refer to a copy of said Mortgage Deed herewith filed marked exhibit (E) and prayed to be accepted as a part of this bill. The original Mortgage having been filed for record & Recorded in Gallatin County Oct. 2, 1840.

Your Orators allege that all the said several sums of money in the said notes & Mortgages specified amounting in the aggregate to the sum of Eleven Thousand two hundred Dollars

Note of 9th
Sept.
1840

Dollars are still due and in arrear.

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Original
Bills.

Wherefore your Orators pray the people, most
gracious writ of summons in Chancery directed
to the said Calvin Gold and Hannah Gold
commanding them &c and upon a hearing
of this cause to take an account of the monies
so due your Orators, under said Mortgage
and decree or sale of the lands and lots ^{therein} specified
to satisfy the debts thereby chargeable and
to grant such other and further relief as to
your honor may seem meet and proper
as in duty bound &c

A. G. Caldwell
for Complainants "

First mortgage recited in bill

" This Indenture made this 27th day of April 1836
between Calvin Gold and Hannah his wife of
Shawnee town Gallatin county Illinois, of
the first part, and the President Directors
and company of the Bank of Illinois, of the
second part, witnesseth. That the said parties
of the first part for and in consideration
of the sum of Two Thousand Dollars law-
full money of the United States to them in
hand paid by the ^{said} parties of the second part
the receipt of which is hereby acknowledged.
have granted bargained aliened ~~and~~ sold
and conveyed and by these presents do grant
bargain alien sell and convey unto the
said parties of the second part their successors
and assigns forever all those the following
described tract parcels & lots of land situated
in said county that is to say.

Copy of 1st
Mortgage of
27 April 1836.

Copy of 1st
Mortgage of
27 April 1836.

The East half of the south west quarter of section
Twelve in Township ten south in Range nine east
containing eight acres. The north west quarter of
the south west quarter of section Twelve in Township
Ten south in Range nine east, containing forty acres
The north east quarter of the south east quarter of
section eleven in Township ten south in Range nine
east containing forty acres. The south East fractional
quarter of section Thirty one in Township ten south in
Range ten east containing fifteen acres and ten
hundredths. The west half of the south west quarter
of section Thirty one in Township ten south in Range
ten east containing eight acres ~~and~~

The south East quarter of the south west quarter of
section Thirty one in Township ten south in Range
ten east containing forty acres. One hundred
and twenty four acres more or less ~~being part~~
being part of the north half and south east quarter
of section 30 in Town ten south in Range nine
east patented to one Benjamin White and
conveyed by him to the heirs of John Brown decd
and sold under a decree in chancery against
them to Ephraim A McLean and by him sold to
said C Gold & one third paid for. The upper part
of in lot in Shawmutown N^o Eleven hundred and
forty five containing eighty three feet front on the
river & where the Banking house stands and the
said Gold's store is now kept. The lot and meadow
where Mrs Scobee now lives being seventeen feet
front on the river, and embracing part of in lots
in Shawmutown N^o Eleven hundred and fifty nine
and Eleven hundred and sixty. The half of in lot
in Shawmutown N^o Eleven hundred and forty six

Copy of 1st
Mortgage of
27 April, 1876.

fronting 104 feet on main street and fifty two feet
on main cross street & now in the occupation of
J^m McDaniel. Also in lot in Shawmut town Eleven
hundred and fifty one excepting so much of the same
as is occupied in part on cross street of the house of
John Milner dec^d and extending back of the same
width of said house to the back line of said lot
which said lot is subject to a prior mortgage to
Henry Eddy. To have and to hold the ^{said} above
described premises, and each and every parcel
thereof unto them the said parties of the second
part, and their successors and assigns forever
as a good and indefeasible estate in fee simple
and the ^{said} Calvin for himself and his heirs covenan-
t to and with the said parties of the second
part and their successors and assigns that he
is well seized of the ~~affid~~ premises except as
aforesaid, and that he will forever warrant
and defend the same, against all persons
claiming or to claim the same of, from or
under any person or persons whatever.
Nevertheless, and this conveyance is made upon
this express condition that whereas the said
parties of the second part have this day lent
to the said Calvin the sum of Two Thousand
dollars for which he executed to them his
promissory note, bearing even date hereunto
by which he promises to pay the same, One
hundred and ninety days after the date thereof
with interest thereon at the rate of eight per cent
per annum from due till paid. Now if
the said Calvin shall well and truly pay
the said parties of the second part the

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Copy of 1st
Mortgage of
27 April 1836 -

amount of said promissory note according to the tenor and effect thereof with all interest which may grow due thereon. And in case of the said note being renewed for the same or any smaller sum by the consent of the said parties of the second part shall well and truly pay the amount of such renewed note with all interest to grow due thereon and so on for any subsequent or further renewals then this conveyance to be null void but otherwise to be and remain in full force and absolute at law -

And it is understood that the said Calvin is not to be ejected from the possession of the said above described premises or any parcel thereof until default shall be made in the performance of the condition of this conveyance.

In witness whereof the said parties of the first part have hereunto set their hands, seals, the day & year above written

C Gold (Seal)
Hannah Gold (Seal)

State of Illinois }
Gallatin County } Sec

Before me the undersigned Notary

Public in and for said county duly commissioned and sworn this day appeared Calvin Gold and Hannah Gold his wife both personally known to me to be the real persons who have subscribed the foregoing deed and severally acknowledged the same to be their free and voluntary act for the purposes therein mentioned, and the said Hannah wife of the said Calvin being made fully acquainted with the contents of said deed and examined separately and

Certif. of
acknowledgment.

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apart from her said husband according to
law declared on such her private examination
that she had executed the said deed and
relinquished her ~~rights of her~~ dower in the said
premises freely voluntary without compulsion
of her said husband all which I accordingly
hereby certify

In testimony whereof I have hereunto
subscribed my name and affixed my
notarial seal at Shawmutown in said
county this 28th day of April 1836

Sam. O. Marshall
Notary Public

State of Illinois }
Gallatin County } Sec

I Leonard White recorder in
and for said county do certify that I have
duly recorded the within deed in my office in
Book F page 141

Given under my hand and seal
of office at Equality this 10th day of
May 1836

Leonard White "

Note referred to in the above mortgage

" \$2000 ⁰⁰/₁₀₀ Bank of Illinois Shawmutown
1 Sept 1840

Copy of note

Seven months after date we or either of us, promise
to pay to the President Directors & Co of the
Bank of Illinois Two Thousand Dollars
with interest at the rate of eight per cent per
annum from date until paid without
deduction for value received

C. G. Golds

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Copy of
Second
Mortgage of
10 May 1837

Second Mortgage referred to in bill as exhibit
(B) "This Indenture made this 10th day of
May 1837 between Calvin Cold and Hannah
his wife of the first part and the Presidents
Directors & Company of the Bank of Illinois
at Shawnee town of the second part

Witnesseth that the said parties of the first
part for and in consideration of the sum of
Two Thousand Dollars, to the said Calvin
in hand paid the ^{receipt} of which is hereby acknow-
ledged have granted bargained aliened sold
and conveyed and by these presents do grant
bargain alien sell and convey unto the said
parties of the second part their successors
and assigns forever all and singular the
following described lands and tenements
situate in the County of Gallatin ^{Illinois} To wit
The south half of the south west quarter of
Section thirty five in Township nine South in
Range nine east containing 80 acres purcha-
sed by the said Calvin at the land office in
Shawnee town on the 12th day of Sept 1836,
also the west half of the north west quarter of
Section thirteen in Township ten south Range
nine east containing 80 acres purchased as
aforesaid on the 18th day of March 1837.

Also the East half of the south west quarter
of section twenty four in the same Town-
ship and Range containing 80 acres and purch-
ased as aforesaid on the 26th day of May 1836,
Also the south west quarter of the north east
quarter section eleven in the same Township
and Range containing 40 acres and

Copy of 2nd
 Mortgage of
 10th May 1837.

Purchased as aforesaid on the 18th day of March 1837. Also the south west quarter of the south west quarter of section twelve in the same township and Range containing 40 acres and purchased of our John M. Leech at the same land office on the 2^d day of May 1836. and transferred by him to the said Calvin on the same day by endorsement of the receipt. Also the north west quarter of the north east quarter of section eleven in the same township and Range containing 40 acres and purchased of our George Booker at the same land office on the 21st day of October 1836 and conveyed by him to the said Calvin by deed bearing date the 6th day of March 1836. Also all and singular the lands, tenements contained and described in a certain deed of Mortgage executed of the said parties of the first part to the said parties of the second part and bearing date the 27th day of April 1836 the intention being that this conveyance shall cover any and all interests which may revert to the said parties of the first part or either of them after satisfying the intents and purposes of that Mortgage To have and to hold the said above described premises and each and every parcel thereof with the rights and appurtenances, reversions and remainders thereof unto them the said parties of the second part their assigns and successors forever as a good and indefeasible estate in fee simple. And the said Calvin for himself and his heirs covenants to and with the said parties of the second

Copy of 2nd
Mortgage of
10th May 1837

part their signs and successors. That he is well
seized of the said premises with qualifications
aforesaid and in said former mortgage
specified. and that he will forever warrant
and defend against all persons claiming
or to claim the same of from or under any
person whatever. Nevertheless, and this con-
veyance is made upon this express condition
that when as the said parties of the second
part have this day lent to the said Calvin
the sum of Two Thousand Dollars, for
which the said Calvin has executed to them
his promissory note bearing even date here-
with by which he promises to pay the said
sum with interest thereon from due till paid
at the rate of eight per cent per annum. one
hundred and ninety days from the date
thereof. Now if the said Calvin shall well
and truly pay the said parties of the second
part the amount of said promissory note
according to the tenor and effect thereof with
all interest which may grow due thereon. and
in case of the said ^{note} being renewed for the
same or any smaller sum with the
consent of said parties of the second
part shall well and truly pay the amount
of such renewed note with all interests
which may grow due thereon. and so on
for any subsequent or further renewal.
Then this conveyance to be void but
otherwise to remain in full force and
absolute as law. And it is understood
that the said Calvin is not to be ejected

from the possession of the said premises or any parcel thereof until default shall be made in the performance of the condition of this conveyance & the said Calvin is to pay all taxes in the meantime.

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

C. L. old *Calvin*
 Hannah Gold *Hannah*

State of Illinois {

Gallatin County } ^{the undersigned} ~~set~~ before me, ^{Justice of the} peace in & for said county this day ~~personally~~ appeared Calvin Gold and Hannah his wife both personally known to me as the real persons who have subscribed the foregoing deed and severally acknowledged the same to be their voluntary act for the purposes therein mentioned, and the said Hannah being examined by me separately & apart from her said husband according to law & having the said deed read & fully explained to her she declared that she had executed the same and relinquished her dower in the premises thereby conveyed freely and voluntarily & without compulsion of her said husband all of which facts I do hereby certify under my hand this 12 day of May 1837.

Thos F. Naughton (T)

State of Illinois {

Gallatin County } Leonard White recorder in and for said county do hereby certify that I have duly Recorded the within deed in my

Office in Book 4, Page 251.

Given under my hand and seal of office
at Equality this 8th day of June 1839.

Lead White "

Note referred to in second mortgage
"\$2500⁰⁰ Bank of Illinois Shawmutown

21 July 1840

Seven months after date I promise to pay
to the President Directors & Co of the Bank
of Illinois Two Thousand five hundred
Dollars with interest at the rate of eight
per cent per annum from due until paid
without defalcation for value received

no 2

C Golds "

Copy of
note of
21 July 1840-

Copy of 3rd
mortgage of
26 June 1839

Third mortgage referred to in bill as exhibit (C)
" This Indenture made this 26th day of June
1839 between Calvin Golds and Hannah his wife
of the first part, and the President Direc-
tors and company of the Bank of Illinois
at Shawmutown of the second part Witnesseth,
that the said parties of the first part for
and in consideration of the sum of Two
Thousand Dollars to the said Calvin in hand
paid the receipt of which is hereby acknowledged
Have granted bargained and sold and by
their presents do grant bargain sell
and convey unto the said parties of the
second part their successors and assigns
forever all and singular the following
described lands and tenements situate
in the county of Gallatin Illinois to wit
The west half of the south west quarter of section

Thirteen in township ten south in range nine east containing 80 acres, also the east half of the southeast quarter of section fourteen in same township and range containing 80 acres, also the south west quarter of the North east quarter of section twenty one in township nine south in range ten east containing 40 acres, also the North east quarter of the northeast quarter of section eighteen in township eleven south in range ten east containing 40 acres.

Also all and singular the land tenement, and real estate contained and described in two certain deeds of Mortgage executed by the said parties of the first part to the said Bank and bearing date, the first, on the 27th day of April 1836, and the second on the 10th day of May 1837, the intentions of the parties hereto being that this conveyance shall cover any and all interests which may revert to said parties of the first part or either of them after satisfying the intents and purposes of said former Mortgages respectively.

To have and to hold the said above described premises and each and every parcel thereof with the rights and appurtenances, reversion, and remainder thereof unto them the said parties of the second part their successors and assigns forever as a good and indefeasible estate in fee simple. And the said Calvin for himself and his heirs covenants to and with the said parties of the second part their successors and assigns that he is well seized of the said premises with the qualifications in said former Mortgages mentioned and that he will forever warrant and defend the same against all persons

Copy of 3rd
Mortgage of
26 June 1839

claiming or to claim the same of from or under any and all persons whatever.

Nevertheless, and this conveyance is made on this express condition that whereas the said parties of the second part have this day lent to the Calvin the sum of Two Thousand Dollars from which the said Calvin has executed to them his promissory note bearing even date herewith, by which he promises to pay the said sum with interest thereon at the rate of eight per cent per annum from due till paid seven months after the date thereof and if the said Calvin shall well and truly pay to the said Bank the amount of the said promissory note according to the terms, tenor and effect thereof and in the event of his being allowed to renew the same for the same or any other less amount shall well and truly pay such renewed note according to the terms, tenor and effect thereof and so on until the said debt shall be fully paid and extinguished. Then this conveyance to be void but otherwise to be and remain in full force and absolute as law and it is understood & agreed by and between the parties hereto that the said Calvin shall and may retain possession of the said premises until default shall happen in the performance of foregoing condition and in the mean time the said Calvin agrees that he will pay all taxes and other assessments upon the said premises whither levied for State county or other purposes whatever.

In witness whereof the said parties of the

first Part have hereunto set their hand and
seals the day and date first above written.

Calvin Gold (seal)
Hannah Gold (seal)

State of Illinois
Gallatin County } sec

Certif. of
acknowledg-
ment.

Before me the undersigned a
Justice of the peace in and for said county this
day appeared Calvin Gold and Hannah his
wife both personally known to me to be the
real persons who have subscribed the foregoing
Deed and severally acknowledged the foregoing
Deed to be their free and voluntary act for the
purposes therein mentioned. And the said
Hannah being made acquainted with the contents
of said Deed and examined of me separately
and apart from her said husband, according
to law she declared on such her separate
examination that she had executed the said
deed and relinquished her right of dower in
the premises thereby conveyed freely and volun-
tarily and without the compulsion of her said
husband all of which I accordingly truly certify
under my hand this 23rd day of June A.D. 1839

Thos F. Vanger (seal)

State of Illinois
Gallatin County } I Leonard White recorder in and
for said county do certify that I have recorded
the within Mortgage deed in my office in Book
A Page 329.

Given under my hand and seal
of Office at Equality this 16th day of
July A.D. 1839

Leonard White

24
11 Note referred to in the last recited Mortgage
\$1900⁰⁰ Bank of Illinois Shawmutown 20 Aug 1840

Copy of
Note of 20th
Aug. 1840-

Seven months after date we or either of us promise
to pay to the President Directors & Co of the Bank
of Illinois One thousand nine hundred ⁰⁰/₁₀₀
Dollars with interest at the rate of eight per cent
per annum from due until paid without defal-
cation for value received

C Gold "

3

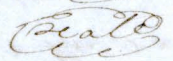
Copy of 4th
Mortgage
of 20 Aug.
1840-

Fourth Mortgage referred to in Bill as Exhibit (D)
11 This Indenture made this 20th day of August 1840
between Calvin Gold and Hannah his wife of
Gallatin county Illinois of the first part, and
the President Directors & Company of the Bank
of Illinois of the second part, witnesseth, that the
said parties of the first part, for and in consid-
eration of the sum of One thousand nine
hundred Dollars lawful money of the United
States to the said Calvin in hand paid of the
said parties of the second part the receipt of which
is hereby acknowledged, Have granted bargained
sold, and of these presents do grant bargain and
sell alien and convey unto the said parties of
the second part their successors and assigns
all and singular the lands tenements and real
estate of what kind or nature soever named and
described or referred to in three several Deeds of
Mortgage executed by the said parties of the
first part, to the said parties of the second part
and bearing date the first on the 27th day of April 1836
the second on the 10th day of May 1837 & the third
on the 26th day of June 1839 as fully and completely
as if the said premises were herein fully and

separately described and set down and for this
 purpose said three several deeds of mortgage are
 made part and parcel of this deed. To have
 and to hold the said premises each and every
 part and parcel thereof as in said three several
 deeds or in any of them described with all the
 rights privileges appurtenances remainders and
 reversion thereof unto them the said parties of
 the second part their successors and assigns
 forever as a good and indefeasible estate in
 fee simple and the said Calvin for himself and
 his heirs covenants that the same are unincum-
 bered except by those former mortgages and that
 he will forever warrant and defend the same
 against himself and his heirs and against
 all other persons whatsoever. Nevertheless and
 this conveyance is made upon this express condi-
 tion. That whereas the said parties of the second
 part have this day lent to the said Calvin the sum
 of Nineteen hundred Dollars for which the ^{said} Calvin
 has this day executed his promissory note bearing
 even date herewith for the payment thereof seven
 months after date with interest thereon at the rate
 of eight per cent per annum from due till paid
 Now if the said Calvin shall well and truly pay
 the said note when the same shall become due
 and in the event of his being allowed to renew
 the same for the same or any other amount shall
 well and truly pay and satisfy said renewed
 note and so on as often as he shall be allowed to
 renew until the whole debt shall be fully finally
 and fully paid and extinguished then this
 conveyance to be void but otherwise to remain
 in full force and absolute as law

And the said Calvin reserves the right to continue in possession of the said premises as against this mortgage until default shall happen in the performance of the foregoing conditions during which time he agrees that he will pay all taxes and other legal assessments thereon.

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

C Gold 
 Hannah Gold 

State of Illinois }
 Gallatin County } ss

Certif. of
 acknowledgment

Before me the undersigned a Notary Public in and for said county this day appeared Calvin Gold and Hannah his wife both personally known to me to be the real persons who have subscribed the foregoing deed and severally acknowledged the same to be their ^{and voluntary} free act and deed for the purposes therein mentioned, and the said Hannah wife of the said Calvin being made acquainted with the contents of the said deed and examined by me separately and apart from her said husband according to law. She declared on such her separate examination that she had executed the said deed and relinquished her dower in the premises then conveyed freely ~~absolutely~~ and without the compulsion of her said husband which I hereby certify, In testimony whereof

I have hereunto set my hand & affixed my notarial seal of office in Shawmuton this 22 day of
 August 1840
 James Parah
 Notary Public

State of Illinois,
Gallatin County Recr

I Leonard White Recorder in

& for the county aforesaid do certify that I have
on this day duly recorded the within deed of Mortgage
in my office Liber R folio 527.

In testimony whereof I have hereunto set
my hand & affixed seal this 5th day of
September 1840

Leonard White Recr

By J. R. Finley Dep Recr "

State referred to in the last above Mortgage

"\$1,800.00 Bank of Illinois Shawmuntown 17th Sept- 1840

Seven months after date we or either of us promise
to pay to the President Directors & Co of the
Bank of Illinois Eighteen Hundred Dollars
with interest at the rate of eight per cent per annum
from due until paid without defalcation
for value received

C. Gold

4.

Fifth Mortgage referred to in bill as exhibit (E)

"This Indenture made this 9th day of September
1840 between Calvin Gold of Shawmuntown

Illinois of the first part and the President
Directors and company of the Bank of Illinois
at Shawmuntown of the second part, Witnesseth,

That the said party of the first part for and in
consideration of the sum of Twelve Hundred
dollars lawful money of the United States to the
said Calvin in hand paid the receipt of which
is hereby acknowledged have granted bargained
aliened sold and conveyed and by these
presents do grant bargain alien sell and convey
unto the said parties of the second part their

Recorder's
certif-

Note of
17 Sept-
1840-

Copy of 5th
Mort- of
9 Sept- 1840-

Copy of 5th
 Mort. of 9th
 Sept. 1840.

successors and assigns forever all and singular
 the following described lands and tenements
 and real estate that is to say In lott in Shawm-
 town N^o One thousand and eighty five (1085) One
 thousand and eighty six (1086) One thousand and
 eighty seven (1087) One thousand and eighty eight
 (1088) Six hundred and thirteen (613) Six hundred
 and fourteen (614) Six hundred and fifteen (615)
 Six hundred and sixteen (616) Seven hundred and
 ninety three (793) Seven hundred and ninety four
 (794) Seven hundred and ninety five (795) Seven
 hundred and ninety six (796) Seven hundred and
 ninety seven (797) Seven hundred ninety eight
 (798) Seven hundred and ninety nine (799) eight
 hundred (800) Six hundred and nine (609)
 Six hundred and ten (610) Six hundred and
 eleven (611) and Six hundred and twelve (612)
 to have and to hold the ^{said} above described premises
 and each and every part and parcel thereof
 with the rights and appurtenances, reversions
 and remainders thereof unto the said parties of
 the second part their successors and assigns
 forever, and the said Calvin for himself and
 his heirs, covenant to and with the said parties
 of the second part their successors and
 assigns that he is well seized of the said premises
 with the exceptions contained in this, and that
 he will forever warrant and defend the same
 against all persons claiming or to claim the same
 by from or under any person or persons
 whatsoever, Nevertheless, and this conveyance
 is made upon this express condition, that
 whereas the said parties of the second part

have this day lent to the said Calvin the sum
 of Twelve hundred Dollars for which the
 said Calvin has executed ^{to them} his promissory
 note bearing even date herewith by which he
 promises to pay the said sum with interest
 thereon at the rate of eight per cent per annum
 from date till paid and payable seven months
 after ~~the~~ date. Now if the said Calvin shall
 well and truly pay the said parties of the
 second part the amount of said promissory note
 according to the tenor and effect thereof with
 interest thereon as aforesaid and in case
 of the said note being renewed for the same
 or any smaller sum with the consent of said
 parties of the second part he shall well
 and truly pay the amount of such renewed
 note according to the terms thereof with all
 interest which shall grow due thereon and
 so on for any subsequent or further renewal
 then this conveyance to be null and void ~~but~~
 but otherwise to remain in full force and
 absolute at law, and it is understood and
 agreed between the parties that the said Calvin
 is not to be ejected from the possession of the
 said premises or any part or parcel thereof
 until default shall be made in the perform-
 ance of the condition of this conveyance
 And the said Calvin is to pay all taxes and
 other assessments in the mean time

In witness whereof the said party of the
 first part ~~have~~ ^{have} hereto set his hand and
 seal this day and date first above written

C. G. Ald

State of Illinois
Gallatin County }

Certif. of
acknowledgment

Before me the undersigned a
Notary Public in and for said county this day
personally appeared Calvin Gold who is to
me personally known as the real person who
has subscribed the foregoing deed and acknowledged
the same to be his free and voluntary act and
deed for the purposes therein mentioned

In testimony whereof I have hereunto
set my hand and affixed my notarial
seal this 9th day of September A.D. 1840

A. Redman N.P.

State of Illinois
Gallatin County Sec

Certif of
recorder

I Leonard White recorder in
and for the county aforesaid certify that I
have on this day duly recorded the within deed in
my office Liber K folio 563

Witness my hand and official seal
this 14th day of October 1840

Leonard White

By J. Randolph Finley "

Note of
9 Sept
1840-

Note refers to in last Mortgage referred to as exhibit
"\$1200⁰⁰ Bank of Illinois Shawmutown 9th Sept 1840

Seven months after date we or either of us promise
to pay to the president Directors & Co. of the
Bank of Illinois Twelve Hundred Dollars
with interest at the rate of eight per cent
per annum from then until paid without
deduction for value received

15.

C. Gold

State of Illinois }
Gallatin County } 201

The people of the State of Illinois

Copy of
Subpoena in
Chy-

To the Sheriff of said county - greeting
We command you to summon Calvin Gold
and Hannah Gold if to be found in your county
to appear before the circuit court of said county
on the first day of the next term thereof to be
holden at the court House in Shawm town
on the third Monday in the month of November to
answer to a bill of complaint filed in our
said circuit court on the chancery side thereof
against them by Albert L. Caldwell and Ebenezer
by Ryan assignees of the President Directors and
company of the Bank of Illinois and thereof make
due return to our said court as the law directs

Witness J. E. Hall clerk of our said court
and the Judicial seal thereof at
Shawm town this 8th day of Nov
A D 1850

J. E. Hall clerk

Executed by reading and leaving a true copy of
the within with Calvin Gold this 8th day of November
1850

J. T. Walters shff Gal co

By R. C. Marshall d shff

Executed by leaving a true copy of the within
summons with Hannah Gold Nov 8 1850

John T. Walters shff

W L Boyer

Saturday 30th Nov 1850

Order of
Continuance.

Ordered that the foregoing cause be continued
till the next term of the court

Demurrer
to Bill.

The demurrer of Calvin Gold and Hannah Gold
to the bill of complaint of Albert G. Caldwell and
Ebenezer F. Ryan as assignees of the President Direc-
tors and Company of the Bank of Illinois.
These defendants by protestation not confessing
it for cause of demurrer to said bill sheweth
that complainants have not shewn such case
as entitles them to any relief or discovery from
either or both these defendants and that said
bill is otherwise informal insufficient &c
and wherefore they pray judgement of this Honorable
Court whether they shall make other and
further answers to said bill and pray to be
hence dismissed with their reasonable costs in
this behalf sustained &c

Freeman & Olney
for Defts

Joinder in
demurrer.

And said complainant Ebenezer F. Ryan
survivor of &c says that the matters and things
contained in this bill aforesaid ~~and~~ are sufficient
to authorize the maintaining the said aforesaid
writ of &c W. Thomas for complaint
Order 6th October 1851

Death of Cald-
well suggested

On this day came the complainants F. Thomas
their ~~attorney~~ solicitor & suggest the death of
A. G. Caldwell one of the complainants & assignee
&c thereupon it is ordered that this cause
stand and be prosecuted in the name of
the said Ebenezer F. Ryan as surviving assignee
and complainant and thereupon came the
as well the said complainant Ryan by
Thomas as the said defendants F. Olney &
Freeman their solicitors who files a

Demurrer
overruled

Demurrer to the bill which was joined by the complainant and the said demurrer is by the court overruled and on motion of complainant the defendants are ruled to answer the bill by 9 o'clock on Thursday next.

Monday October 13th 1851

order giving
further time
to answer.

On this day again came the Defendant by Alney his Solicitor and on motion the time for answering is extended to 9 o'clock on Saturday next.

Saturday Oct 18th 1851

Decree

On this 18th day of October 1851 came the parties aforesaid and said defendants having failed to answer the bill herein. It is ordered by the court that the bill be and is hereby taken as confessed whereupon the cause being heard upon the bill and exhibits and the court sufficiently advised therein finds orders and decrees as follows.

First. that there is due to the complainant upon the Mortgage executed by the defendants on the 27th day of April 1836 recorded by the recorder of Gallatin County on the 10th day of May 1836 and exhibit in the bill Three Thousand six hundred & eighty four dollars & forty four cents and that the following lands and tenements were conveyed by said mortgage to secure the payment of said sum of money (viz) The East half of the South west quarter of section twelve Township ten south Range nine east containing eighty acres North west quarter of South west quarter of section twelve Township Ten south Range nine east containing forty acres

Decree

The South east quarter of South east quarter of section eleven Township ten south Range nine east containing Forty acres, The South East fractional section thirty one Township ten south Range ten east containing Sixteen acres & ten hundredths of an acre, The ^{west} ~~North~~ half of the South west quarter of section Thirty one Township ten south Range ten east containing eight acres, The South east quarter of South west quarter of section Thirty one Township ten south Range ten east containing forty acres, also One hundred Twenty four acres (more or less) part of the North half and South East quarter of Section one in Township ten south Range nine east patented by Benjamin White, conveyed by him to the Heirs of John Brown sold under a decree in chancery against them to Ephraim & McClain and by him sold to Calvin Gold, the upper part of lot number Eleven hundred & forty five in Shawmutown containing eighty three feet front on the river and when the Banking House ~~was~~ ~~stood~~ stood on the 27th day of April 1836 and said Gold's lot was kept, also the lot & meadow where Mr. Cole lived on the 27th day of April 1836, being seventeen feet front on the river and embracing parts of in lots in Shawmutown Eleven hundred & fifty nine & Eleven hundred & sixty the half of in lot in Shawmutown number Eleven hundred & forty six fronting One hundred and four feet on main street & fifty two feet on main cross street, occupied by William McDaniel

in 1836, In lot in Shawnee town Eleven hundred
fifty on excepting so much of the same as
was occupied in front on cross street of the
house of John Milner deceased and extending
back of the same width of said house to the
back line of said lot

Secondly, There is due to said complainant
on the mortgage executed on the 10th day of May
1837, recorded by the recorder of Gallatin County on
the 8th day of June 1837, the sum of Four thousand
Six hundred & twenty seven dollars and seventy
eight cents and that the following lands and
tenements were conveyed by said mortgagee to
secure the payment of said sum of money
(viz) The south half of the south west quarter
of section thirty five Township nine south
Range nine east containing eighty acres, the west
half of north west quarter of section thirteen
Township ten south nine east containing eighty
acres, the east half of south west quarter of
section twenty four Township ten south Range
nine east containing eighty acres, the south west
quarter of north east quarter of section Eleven
Township ten south Range nine east containing
Forty acres, the south west quarter of south west
quarter of section twelve Township ten south Range
nine east containing forty acres, the north west
quarter of the north east quarter of section eleven
Township ten south Range nine east containing
Forty acres, also the lands and tenements
described and conveyed by the aforesaid mortgage
of the 27th April 1836.

Third That there is due to the said complain-
ant upon the mortgage executed on the 26th

Decease

day of June 1839, recorded by the recorder of Gallatin County on the 16th day of July 1839 the sum of Three Thousand five hundred & four dollars, eighty six cents and that the following lands and tenements were conveyed by said Mortgage to secure the payment of said sum of money (viz) The west half of the south west quarter section thirteen Township ten south Range nine east containing eighty acres, The east half of South east quarter of section fourteen Township ten south Range nine east containing eighty acres, The South west quarter of North East quarter of section twenty one Township nine south Range ten east containing forty acres, The North east quarter of North east quarter of section eighteen Township eleven south Range ten east containing forty acres also all and singular the lands and tenements and real estate described in and conveyed by the aforesaid two mortgages executed the 27th April 1836 & tenth of May 1837.

Fourth - That there is due to the said complainant on the Mortgage executed on the 20th day of August 1840 filed for record on the 27th day of August 1840 and recorded on the 5th day of September 1840 the sum of Three Thousand three hundred and six dollars & sixty cents and that the following lands and tenements were conveyed by said Mortgage to secure the payment of said sum of money to wit the same lands and tenements described and conveyed by three several mortgages hereinbefore mentioned

Fifth. That there is due to the complainant on the mortgage executed on the ninth day of September 1840 filed for record on the 2^d day of October 1840 and recorded on the 14th day of October 1840. The sum of Two Thousand two hundred & Eighty dollars & fifty three cents and that the following land, and tenements were conveyed by the said mortgage to secure the payment of said sum, of money viz On lots in Shawm town numbered One thousand & Eighty five, One thousand & Eighty six, One thousand & Eighty seven, One thousand & Eighty eight, Six hundred & thirteen, Six hundred & fourteen, Six hundred & fifteen, Six hundred & sixteen, Seven hundred & ninety three, Seven hundred & ninety four, Seven hundred & ninety five, Seven hundred & ninety six, Seven hundred & ninety seven, Seven hundred & ninety eight, Seven hundred & ninety nine, Eight hundred, Six hundred & nine, Six hundred & ten, Six hundred & eleven, Six hundred & twelve, which said several sums the court finds due upon notes, filed with said mortgages and made part of the record herein.

Whereupon the Court further orders and Decrees that the said Defendants Calvin Gold pay to John E. Hall the Master in Chancery of Gallatin County for the use of complainant the aforesaid sums of money amounting in the whole to seventeen thousand three hundred and thirty five dollars & twenty one cents within thirty days in notes or certificates of the Bank of Illinois, or current money or

This option and the costs of this suit in current money. Otherwise that the defendants, Calvin and Hannah be foreclosed of and for all equity of redemption in and to the lands and tenements aforesaid, and that the said lands, tenements and hereditaments be sold at public auction for cash or notes of certificates of the Bank of Illinois at their par value to satisfy the several amounts due said complainant and for cash to pay the costs herein.

It is further ordered that the property described in the first mortgage herein mentioned be first sold and the proceeds of the sale applied in satisfaction of the amount due on the same, and if there be any excess that such excess be applied toward the satisfying the amount due on the second Third and fourth mortgages herein recited according to their order in date and that the property described in the second Third & fourth mortgages and not included in the first mortgage be sold in the order as time of said mortgages, and the proceeds applied to pay any balance which may be due after the applying the proceeds of the sale of the property described in said first mortgage and if there should be any excess after paying the amounts due on said mortgages and the costs. It is further ordered that the property described in the fifth mortgage or so much thereof as will be sufficient be sold as aforesaid and the proceeds applied to the payment of the

Decree

Amount due on said mortgage and costs of this suit. Should the costs not have been made out of the other property, it is further ordered that upon making the sales aforesaid deeds be executed to purchasers conveying all of the right title and interest of the parties to this suit in and to the said premises and that said property be sold at the Gatewood House in Shawmutown on a day to be fixed by the master that notice of the time and place and terms of said sale be given by advertisement in the two newspapers published in Shawmutown or in one if either be not published four weeks before the day of sale and that upon the completion of the sales or any part thereof the defendants or persons in possession under them surrender such possession to the purchaser or purchasers. It is further ordered that the said John E. Hall Master in Chancery execute this decree and report his action herein to the next term of this court and that this cause be continued.,,

~~Thursday~~ Tuesday 17th February 1852.

On this day came the defendants by Alney & Freeman their solicitors and moved the court to set aside the decree in this cause which motion was based on petition presented by said defendants and filed and the questions of law arising thereon being argued it is ordered that the motion be overruled.

Motion to
set aside
decree
&
overruled.

Petition of
def.

To the Honorable S. S. Marshall, Judge of the Gallatin Circuit court in Chancery sitting, your petitioner Calvin Gold would beg leave to represent that on the 8th day of November 1850, Albert G. Caldwell and Ebenezer Z. Ryan assignees of the

Petition
of deft.

President Directors & Company of the Bank of Illinois filed their ^{bill} in Chancery in this Honorable court against your petitioner and Hannah Gold his wife praying therein for a foreclosure of certain mortgages given by your petitioner to said President Directors & Company to secure the payment of certain monies therein mentioned which mortgages are made exhibits in said bill and which said bill and exhibits are prayed to be taken as a part of this petition.

Your petitioner further states that the said bill represents that all of the notes to secure the payment of which said mortgages were given ~~there~~ canceled except two the one executed on the 20 day of August 1840, for \$1900⁰⁰ due at seven months & the other executed September 9th, 1840, for \$1200⁰⁰ at seven months & the executions of other notes in renewal of those which were cancelled as aforesaid, but your petitioner states that the said bill does not exhibit any of the notes so alleged to have been executed in renewal of said canceled notes but are represented therein to have been executed on a blank date and for a blank amount and due in a blank number of months from their date. Your petitioner states that the only note ^{recited} exhibited in said bill and the two set forth above. He states that the said Caldwell departed this life after the filing of said bill and that at the Sept term 1851, of this Hon court the death of said Caldwell was suggested on the record of said cause & the same revived in the ^{name} of the said Ryan as the survivor of said

Petition of
deft:

assignees and at the same sept term as aforesaid
a demurrer to said bill was overruled by your
Honor. & your petitioner by the motion of said Ryan
& Mr Thomas his solicitor was ruled to answer
the said bill by a day fixed by the court to wit
the 8th day of Oct 1851 and your petitioner states
that he did not answer the said bill on said
last mentioned day, but that the Judges minutes
of the proceedings in said cause shew that further
time thereafter to wit the Saturday following
was given to your petitioner to answer said bill
but your petitioner states explicitly that he at
no time during the progress of said cause asked
the court to grant any time in which he might
answer said bill nor did his solicitors for
him but on the contrary your petitioner & his
solicitors were situate as to the same and
were willing to abide by the said demurrer
your petitioner further states that your Honor
allowed the said bill to be taken pro confesso
against the defendants thereto. at the said
last mentioned term and at the same time
rendered a decree against your petitioner and
his said wife requiring them to pay to Chas. E. Hall
Master in Chancery the sum of \$17,335.21cts
by a certain day therein fixed & on failure thereof
requiring the sd master to sell the lands so mortg-
aged as aforesaid according to the directions of
said decree for the satisfaction of the said sum of
\$17,335.21cts and requiring the purchasers
under said sale to pay the amount bid at said
sale in money or paper or certificates of the
Bank of Illinois at their par value & the said

defts
petition

decre further orders that the said defendants to
do bill on failure to pay the said sum of \$17,335.21^{cts}
to said master according to the time therein limited
shall be forever foreclosed & barred of all equity of
redemption in the lands therein ordered to sold.

Your petitioner prays your Honor to make said
decre a part of this petition.

Now your petitioner charges that neither he nor
his solicitors asked for any time in which to ans-
wer said bill, that he was willing to rely on his
2d demurrer that the decre being for more than
the principal and interest of said two notes before
recited is erroneous & unlawful that it is also
erroneous ~~and~~ requiring the purchasers at
said sale to pay in paper or certificates of the
2d Bank at their par value instead of being
allowed to pay the same at their nominal
value and for foreclosing barring your petitioner of
his equity of redemption in said lands should they
be so sold as aforesaid that said decre is erroneous
for divers other things therein contained.

Your petitioner states that he did not pay the said
sum of money so decreed against which amount
is greatly larger than appears from said bill to have
been due him & that said master has advertised
to sell said lands on this day, He ~~therefore~~ further
charges that the notes except the two recited as
aforesaid in said bill were not exhibited on the
hearing of said cause that your petitioner had
no opportunity of objecting to them as not correspond-
ing with the allegations of said bill & he charges
that no evidence was offered at said hearing to
shew that the matters upon which 2d decre purports

to have been rendered (with the two exceptions
afsd) were those given in renewal of & canceled
notes. Wherefore your petitioner prays your
Honor to vacate & set aside said decr. - and
grant such other general and special relief
as the premises may require & as in duty bound &c

Calvin Gold

This day personally appeared before me Calvin
Gold who states on oath that the matters & things
in the foregoing petition so far as stated from
his own knowledge are true & so far as stated
from the information of others he believes to
be true

C. Gold

Sworn to before me

This 23^d Feb 1852

J. E. Hall clk

Filed 23^d Feb 1852 J. E. Hall clk

Tuesday 24 February 1852.

On this day came the parties & their solicitors
and agree that the record be amended so that the
record of the last term shall shew, that instead
of time being extended for defendants to answer
on their motion, that they were allowed time
to make their ~~motion~~^{election} to stand upon the
demurrer to the bill or to answer, and that
the decr. of 20 October 1851 shall state that said
defendants having elected to stand by their
demurrer herein and having failed to answer &c

March 3^d Wednesday 1852

On this day came the commissioner appointed
at a former term of this court to make
sale of certain lands & lots and made his
report, and also came the defendants

Amendment
of record by
consent.

and filed exceptions thereto and the matters of law being argued thereon and the court not being sufficiently advised in the premises, takes the same under advisement until the next term of this court,

Exceptions to
Master's report=

The said defendant Calvin L. Old excepts to the report of John C. Hall master in Chancery appointed in this cause under a decree of said court herein at the Sept Term 1851 thereof, upon the following grounds,

1st That said report is improperly made to this term of said court, the same being a special and not a regular term

2^d Because the notice given by said commissioner herein is insufficient in this, that it does not designate the hours of the day between which the said sale of the lands in the said decree mentioned should be made that it does not express the terms of said sale as required and expressed in said decree, that it does not express that the said property should be sold for cash or notes or certificates of the bank of Illinois at their par value, that said notice does not set forth that the $\frac{1}{2}$ of lot N^o 1146 mentioned in said decree was to have been sold at said sale for cash, that said notice does not contain a sufficient description of said lands which were to be sold, that it does not shew that the sale which was so advertised was in the same cause as that mentioned in said decree, that it does not shew that the property mentioned in said 5th mortgage was to have been

see 46 post

of

of

Exceptions
to Masters
Report-

Sold & the proceeds applied to the payment of the amount due on said mortgage and the costs of this suit should the costs not have been made out of the other property. That the part of lot N^o 1145 is not properly described in said notice according to said decree. That lot N^o 1151 nor parts of lots N^o 1159 & 1160 are not correctly described according to said decree in said notice. That it does not give the style of the suit in said cause nor shew in what year the decree under which said sale was ordered was rendered. The said Hall gives said notice as commissioner.

3^d Because said report shows that the $\frac{1}{2}$ of lot N^o 1146 was improperly sold for cash alone instead of being sold for cash or notes or certificates of the Bank of Illinois at their par value.

4th Because said Hall had no right or power to execute deeds to purchasers under said sale.

5th Because said notice does not state that the said sale should be made in Gallatin County.

6th Because the said decree under which the said sale was pretended to have been made was erroneous & unlawful in this. That said decree was rendered for an amount greatly larger than than said complainants in their said bill show themselves entitled to against the said defendants as will appear by reference to said bill & decree. That said decree requires the purchaser, at said sale to pay for the property so sold under said decree in money or notes or certificates of the Bank of Illinois at their par value.

Exceptions to
Master's report

That said decrn forever bars and forecloses
all equity of redemption of said Calvin Gold in
and to said lands so ordered therein to be sold

That said decrn improperly and erroneously
directs said master to execute deeds to the
purchasers under said sale therein ordered
to be made of the lands purchased under said sale

6th Because said report does not show that the
lands therein reported to have been sold, were
sold in the order prescribed in said decrn.

7 The said report does not show that said Hall
attended said sale at the Gatewood house

Therefore the said Calvin Gold prays this Hon
Court that the said report shall not be confirmed

Calvin Gold

Posey Alvey & Freeman
for Deft

Tuesday 3rd Aug 1852.

Order overruling
Exceptions.

The court being now sufficiently advised
of and concerning the exceptions taken and filed
to the report of sale herein and the motion to set
aside the sale on the ground of said exceptions
does hereby order and decrn that the exceptions
and motion aforesaid be and the same are hereby
overruled and the court further orders that the
report aforesaid be approved and the sales made
of said master ratified and confirmed it is further
ordered that the bill of cost reported of said
Master be allowed and taxed as part of the
bill of cost herein and which report is in
words & figures following to wit,

In obedience to the decrn entered in this
cause the said defendants having failed to

pay the amount required by the decree. I published a notice in the "Shawnee town argus" a public newspaper published weekly in Shawnee town Illinois on the 20th day of January 1852. The publication of which was continued four weeks in succession then after stating that I would attend at the Gatewood House in Shawnee town Illinois on Monday the 23d day of February 1852, and offer for sale at public vendue to the highest bidder for cash in hand or notes or certificates of the Bank of Illinois and specie enough to pay all cost, ~~and~~ all and singular the real estate described in the decree describing the same as described in the decree and at the time and place stated in said notice and between the hours of 12 o'clock M and 4 o'clock P.M. I attended and offered the said property for sale in the manner and ~~for~~ upon the terms stated in said notice and the same was sold to the highest bidder as follows.

The east half south west quarter of section twelve Township ten south Range nine east eighty acres to Joseph Loggion at and for the sum of Two hundred and one dollars, North west 1/4 of South west quarter section twelve township ten south Range nine east forty acres, at and for the sum of fifty five dollars, North east quarter South east 1/4 section eleven township ten south Range nine east forty acres at and for the sum of Eighty dollars, South east fraction section thirty one township ten south Range ten east 16 acres and ten hundredths at and for the sum of forty dollars, West half south west quarter section thirty one township ten south Range ten east eighty acres at and for the sum of

Master's
Report

Two hundred dollars, south east quarter of south west quarter of section thirty one township ten south Range ten east forty acres ar and for the sum of One hundred Dollars, part of the north half and south east quarter of section one township ~~ten~~ ten south Range nine east One hundred and twenty four acres ar and for the sum of Five hundred Dollars, upper part of in lot No Eleven hundred and forty five eight three feet front on the river ar and for the sum of Nine hundred Dollars, part of Eleven hundred and fifty nine and eleven hundred and sixty, seventeen feet front where Mr Seales lived in 1836, ar and for the sum of One hundred Dollars, half of in lot Eleven hundred and forty six, one hundred and four feet on main street and fifty two feet on main cross street for cash One hundred and eight dollars, In lot Eleven hundred and fifty one excepting what is occupied by the house of John Milne extending back the width of said house ar and for the sum of five Hundred Dollars. To William Thomas trustee of the Bank of Illinois the same being sold a Mortgage executed on the 27th ~~day~~ of april 1836, and south half south west quarter section thirty five Township nine south Range nine east ar and for the sum of Two hundred dollars, west half ~~south~~ north west quarter section thirteen township ten south Range nine east eighty acres ar and for the sum of One hundred dollars, East half of south west quarter section twenty four same township and Range Eighty acres ar and

Masters
reports:

for the sum of Four hundred dollars, south west
quarter North east quarter section eleven same
township and Range forty acres as and for
the sum of eighty dollars, North west quarter
North east quarter same section Township
and Range forty acres as and for the sum of
Eighty dollars, South west quarter south
west quarter section twelve same township
and range forty acres as and for the sum of
Eighty dollars to William Thomas, trustee
of the Bank of Illinois, the same being sold
on mortgage executed 10th May 1837, and west
half south west quarter section thirteen
Township ten south Range nine east eight acres
as and for the sum of One hundred dollars,
East half south east quarter section fourteen
same township and Range eight acres as
and for the sum of One hundred and fifty dollars,
South west quarter North east quarter section
twenty one township nine south Range ten
east as and for the sum of eighty dollars,
North east quarter North east quarter section
eighteen township eleven south Range ten
east forty acres as for the sum of Two hundred
and forty dollars, To William Thomas, trustee
of the Bank of Illinois, the same being sold
on mortgage executed 26th June 1839, And
In lot in Shawmutown Illinois numbered
One thousand and eighty five as and for the
sum of ten dollars, One thousand and eighty six
as and for the sum of ten dollars, One
thousand eight seven as and for the sum of
ten dollars, One thousand and eighty eight

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Master's
Report.

at and for the sum of ten dollars, to Zachariah
St. L. Abbott & Henry St. Mudd. and number six
hundred and thirteen at and for the sum of
ten dollars, Six hundred and fourteen at and
for the sum of ten dollars, Six hundred and
fifteen at and for the sum of ten dollars,
Six hundred and sixteen at and for the sum
of ten dollar, Seven hundred and ninety three
at and for the sum of ten dollar, seven
hundred and ninety four at and for the sum
of ten dollars, Seven hundred and ninety five
at for the sum of ten dollar, seven hundred
and ninety six at and for the sum of ten dollar,
seven hundred and ninety seven at and for the
sum of ten dollars, Seven hundred and ninety
eight at and for the sum of ten dollar, Seven
hundred and ninety nine at and for the sum
of ten dollars, Eight hundred at and for the
sum of ten dollars, Six hundred and nine
at and for the sum of ten dollars, Six hundred
and ten at and for the sum of ten dollar,
Six hundred and eleven at and for the sum of
ten dollar, Six hundred and twelve at and
for the sum of ten dollar, To William Thomas
trustee of the Bank of Illinois on the Mortgage
executed 9th September 1840 all of which was sold
for notes or certificates of the Bank of Illinois
at par except half of lot number Eleven
hundred and forty six which was sold for
cash as before stated. The whole sale amount-
ing in the aggregate to Four Thousand
Three hundred sixty six dollars (\$4366.)
The same being the highest and best

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Master's
Report.

bids offered therefor, That in pursuance of said decree the undersigned as such Master executed deeds to the purchasers, for the lots and lands purchased respectively as directed in said decree at the time of advertising the sale aforesaid and to the present time only one newspaper has been published in this county of Gallatin and a copy of the notice of sale published in that paper is herewith attached the property conveyed by the mortgage dated the 27th day of April 1836. sold for the sum of Twenty nine hundred and fifty six dollars. That conveyed by the mortgage dated the 10th day of May 1837 sold for nine hundred and forty dollars That conveyed by the mortgage dated the 26th day of June 1839 sold for six hundred and twenty dollars. That conveyed by the mortgage dated 9th September 1840, sold for Two hundred dollars making in the aggregate the sum of four thousand seven hundred and sixteen dollars for which several annis the defendant is entitled to a credit on the debt secured by the said mortgages after deducting from each a pro rata amount of the cost, the said Garbutt and Mudd paid to William Thomas trustee of the Bank of Illinois forty dollars certificates the amount of their purchase and the said Logsdon paid to me of the certificates of said Bank two hundred and one Dollars the amount of his purchase, which has been delivered to said Thomas a statement of the cost and expenses of

The sale is hereto appended for the order of
the court thereon,

Cost taxed of the clerk in the suit	\$ 13.95
Printers fee for advertising sale	8.75
Master's fee for making sale adver- tising and reporting	45.00
executing 3 deeds	5-
acknowledging 3 deeds	75
J. E. Hall master in Chancery	

Commissioners Sale

Ebenezer L. Ryan surviving assigner of the Presidents
Directors and Company of the Bank of Illinois.
VS

Calvin Gold and Hannah Gold

By virtue of a decree made at the September
term of the Gallatin circuit court in the above
entitled cause I will offer for sale at the
"Glenwood House" in Shawnee town Illinois
on Monday the 23rd day of February next the following
described real estate situated in Gallatin county
Illinois to wit

1/2 SW 1/4 Sec 12 Town 10 S Range 9 E. Acres	80.
NW SW " " 12 " 10 " " 9 "	40 "
NE SE " " 11 " 10 " " 9 "	40 -
SE Trac " " 31 " 10 " " 10 "	16.10
1/2 SW " " 31 " 10 " " 10 "	80
SE SW " " 31 " 10 " " 10 "	40
3/4 SW " " 35 " 9 " " 9 "	80
1/2 NW " " 13 " 10 " " 9 "	80
1/2 SW " " 24 " 10 " " 9 "	80
SW NE " " 11 " 10 " " 9 "	40
SW SW " " 12 " 10 " " 9 "	40

	NW. NE	"	"	11	"	10	"	"	9	"	40
53	W $\frac{1}{2}$ SW	"	"	13	"	10	"	"	9	"	80
	E $\frac{1}{2}$ SE	"	"	14	"	10	"	"	9	"	80
	SW. NE	"	"	21	"	9	"	"	10	"	40
	NE. NE	"	"	18	"	11	"	"	10	"	40
	Pr W $\frac{1}{2}$ & SE.	"	"	1	"	10	"	"	9	"	124 -

The last named tract being same land conveyed by Benjamin White to the heirs of John Brown sold under a decree in chancery against them to Ephraim & McClain and by him sold to Calvin Gold, also plat in Shawm town numbered part of ~~lot~~ 1145, 83 feet front when the Banking house stood 27th April 1836. front of 1159 and 1160 when Mr. Seales lived in 1836. 17 feet front on the river half of 1146. 104 feet on main street and 52 feet on main cross street occupied by Mr. McDaniel in 1836 1151 excepting so much of the same as was occupied by the house of John Milne extending back whole length of lot also 1085, 1086, 1087, 1088, 613, 614, 615, 616, 793, 794, 795, 796, 797, 798, 799, 800, 609, 610, 611, and 612 For cash in hand or notes or certificates on the Bank of Illinois and specie enough to pay ^{all} costs

Shawm town 14th January A D 1852

Jan. 20. 20 44 J. C. Wall commissioner

State of Illinois Gallatin county J. J. G. Hutchinson
Editor and publisher of the Shawm town
Argus a public newspaper published weekly
in Shawm town Illinois do certify that the
notice of sale hereto attached has been published
in said paper four weeks in succession the
first publication was made on the twentieth
day of January 1852, and the last on the eighteenth

54
day of February 1852 given under my
hand this 23^d day of February 1852
J. G. Hutchinson

Printers fee for publication \$8.75
Rec^d payment of W. Thomas Trustee of Banks
of Illinois 23^d Feby 1852
J. G. Hutchinson

State of Illinois
Gallatin County } S.S.

I W. Hall Clerk of the Circuit Court for
said county do certify that the foregoing 54
pages contain a true and perfect transcript
of proceedings of a cause in the said Gallatin
Circuit Court wherein Ebinger & Ryan
Surviving assignee of the Bank of Illinois
is complainant & Calvin Gold & Hannah
Gold are defendants as appears from
the records & files of my office.

Given under my hand and
the Judicial Seal of said Cir-
cuit Court at Shawanatowne
this 22^d day of September
1852, W. Hall Clerk

The defendants assign the following as errors appearing upon the foregoing record -

1st The Court erred in overruling the defendants' demurrer to the Compt's Bill herein, for the following reasons -

1st Because the Compt. do not allege that the assignment to them from the President, Directors & Co. of the Bank of Illinois, was under the seal of said corporation.

2nd Because there is no allegation in said Bill that the notes given in renewal of the notes to secure which the mortgages are alleged to have been given - were not paid to said President, Directors & Co. before the alleged assignment.

3rd Because Mortgages are not strictly assignable, and there is no allegation in said Bill that the renewal notes mentioned therein were due to the sd. President, Directors & Co. at the time of said alleged assignment - and by the terms of said Bill only those debts which were due passed to the assignees.

4th Because the Bill contains no allegation respecting the residence of the defendants -

5th Because the several notes charged to have been given in renewal of the notes described in the 1st, 2nd, 3rd & 4th Mortgages are described in blank as regards the date, amount, & maturity.

6th Because the Bill does not charge that the Mortgage dated 26 June 1839, was either delivered or acknowledged - delivery is essential to its validity - and a delivery may be evidenced by a proper acknowledgment - neither is alleged.

7th Because the 1st Mortgage on page 13, states that in-lot in Shaw-
neetown No. 1151 was subject to a prior mortgage to H. Paddy, which is also stated in the Bill, and there is no allegation that the Mortgage to Paddy has ever been satisfied, and the bill is therefore defective in not making Paddy a party.

8th
~~Because the right of Dower of defendant Haggan is ordered to be sold - That is the decree should have ordered the property in that mortgage to be sold subject to her right of Dower.~~

9 Because the Bill and exhibits would not authorize the Court to rendering such decree as was rendered.

2nd

The decree rendered herein is erroneous for the following reasons

1st

Because the Bill of Complaints shows that all of the original notes which the mortgages were given to secure, except the 5th Mortgage, were merged and extinguished by the execution of other notes in renewal of the same, and those other notes are not described, nor exhibited, nor, so far as the record shows, given in evidence.

2nd

Because the 1st Mortgage set forth in the Bill, describes the note for the security of which it was given, as being due 180 days after date - while the copy of the mortgage (p. 13) filed as an exhibit describes the note as being due 190 days after date, it is not the mortgage described.

3rd

Because it orders a sale of the lands in the 2nd ^{or 5th} Mortgages, regardless of the deft. Hammett's right of dower therein - the certificate of relinquishment ^{of the 2nd Mortgage} does not state that she relinquished her right of dower upon privy Examination.

4th

Because it orders a sale of in-lot in Shawneetown N. H. 1157 - when both the Bill & Mortgage Exhibited show that it was previously mortgaged to Eddy - and no allegation of its satisfaction - therefore Eddy should have been a party.

5th Because it orders the deft. to pay the money to the Master for the use of Complainant - when it should have been for the use of the Trustees of the Bank.

6th Because it forecloses all Equity of redemption, and does not allow deft. 12 months, nor judgment creditors 15 months to redeem.

7th Because it only allows purchasers to pay in notes or certificates of the Bank at their par value - which is their specie value.

8th Because it requires the Master to make deeds to purchasers immediately after the sale - when they are not entitled to deeds until 15 months after sale.

9th Because there was no evidence to support any part of the Bill except the 5th Mortgage.

10th There was no evidence of any assignment to complete.

3rd ~~The Court erred in amending the decree after decree of sale.~~

4th ~~The Court erred in confirming the report of Master at the July Term 1852 because that was not a legal term.~~

3rd The Court erred in overruling deft's motion to set aside the decree (p. 39) for the reasons set forth in the deft's petition

4th The Court erred in overruling deft's Exception to the Master's report (p. 46).

The Defendant in Error
says that there are no
errors in the
Thomson
for Deft.

Calvin Gold

no } error to Gallatin

Ryan Assignee

Prepared

8770