

13488

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

Supreme Court of Illinois

Tilford.

---

vs.

Smith, et al.

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71641  7

UNITED STATES OF AMERICA,

STATE OF ILLINOIS, COUNTY OF COOK, SS.

*Pleas*, 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 Second day of April in the year of our Lord One Thousand Eight Hundred and Sixty fourth and of the Independence of the United States of America the Eighty fourth

Present, The Honorable John M Wilson Chief Justice of the }  
Superior Court of Chicago. }

Van H. Higgins }  
Grant Goddick } Judges.

Charles Haven Prosecuting Attorney.

John Gray Sheriff of Cook County.

Attest, Walter Kimball Clerk.

But it is remembered that heretofore to wit on the fourth day of April in the year aforesaid said day being one of the days of the April Term. the following among other proceedings was had and entered of record to wit

John B Tilford

vs

Secur of Sale

Elias R Smith, Margaret E D Smith  
Benjamin F Bradley, James I Dudley  
James M Bryant, Robert A Watts  
Richard H Collins, Jeremiah T Boyle  
David L DeGolyer & Samuel L DeGolyer

The Defendants

in this suit Elias R Smith Benjamin F Bradley  
James I Dudley, Jeremiah T Boyle and Samuel  
DeGolyer having been duly summoned to answer  
complainants bill and the Defendants Robert  
A Watts and David L DeGolyer having duly  
entered their appearance as defendants in this  
suit, and the defendant James M Bryant,  
Richard H Collins and Margaret E D Smith having  
been duly notified by publication according to  
law to appear and answer unto complainants  
bill, and this cause having been brought on to be  
heard upon the bill of complaint filed herein  
heretofore taken as confessed by the defendants  
James M Bryant, Robert A Watts, Richard H Collins,  
Jeremiah T Boyle, David L DeGolyer and Samuel  
DeGolyer, and upon the answers thereto of the  
defendants Elias R Smith, Margaret E D Smith,  
Benjamin F Bradley and James I Dudley and upon  
the replication of complaint to said answers and  
upon the exhibits referred to and mentioned in complain-

...ants bill and it appearing to the Court that the  
defendants Elias R Smith and Margaret E D Smith  
executed to complainant the Mortgage referred to  
in complainants bill which is introduced in proof  
in this case from which it appears that they the  
said Elias R Smith and Margaret E D Smith conveyed  
by it to complainant Tilford all their interest  
in right and title to lot one (1) two (2) three (3) four  
(4) six (6) and seven (7) in Block five (5) Lots three (3)  
nine (9) eleven (11) twelve (12) fourteen (14) twenty two (22)  
and twenty five (25) in Block nine (9) in M Reynolds  
Subdivision of part of E 1/2 of N E 1/4 of Section six  
Town 39 North Range 14 East, of third principal me-  
ridian Also Lot three (3) in Block ten (10) Lots three  
(3) and twenty six fronting on Dean Street and Lots  
six (6) nine (9) fourteen (14) and twenty two (22) fronting  
on Milwaukee Avenue in Block eleven (11) in subdivision  
of Blocks ten (10) and eleven (11) in M Reynolds addi-  
tion to Chicago all lying in Chicago County of Cook  
and State of Illinois to secure and pay a note of  
defendant Elias R Smith dated the second day  
of April A D 1888 executed to defendants Benjamin  
F Bradley and James J Bradley and by them assigned  
and delivered to defendants James M Bryant and  
Robert A Watts and by said Bryant and Watts  
assigned and delivered to complainant Tilford said  
note being for the payment of the sum of Three  
Thousand Four hundred and six dollars and forty

cents and due and payable twelve months after  
the date thereof and that said Mortgage ~~or~~ convey-  
ance by its terms was to become void and of no  
effect in case the note aforesaid should be paid  
at the time and in the manner specified in said  
note and it further appearing by the records filed  
with and made part of complainants bill and  
introduced and read as evidence in this cause of  
a suit by complainant against defendant Elias  
R Smith brought upon the note aforesaid and upon  
which judgment was had in this court and  
execution thereon issued and which has been  
returned unsatisfied as to the whole that the  
note and debt aforesaid remains wholly unpaid  
by reason whereof the Mortgage aforesaid has become  
absolute and it appearing further to the Court that  
there is now due and owing complainant on the  
note aforesaid which is secured by the Mortgage -  
aforesaid the sum of thirty six hundred and ten  
Dollars and seventy eight 78 cents (\$ 3610<sup>78</sup>/<sub>100</sub>) It  
is now ordered adjudged and decreed by this  
Court that unless the defendants or some one or more  
of them shall pay to Ira Scott a master of  
this Court the said sum of Thirty Six Hundred and  
ten Dollars and 78 cents with interest thereon at  
the rate of six per cent per annum from the  
date of the entry of this decree and complainants  
costs in this suit expended and to be taxed within

five days from the date of the entry of this decree that the said Master shall sell the property aforesaid or so much thereof as shall be necessary to pay the debt or sum aforesaid its interest and complainants costs aforesaid - The said Master in case of failure to pay as aforesaid shall sell the property aforesaid for cash in hand at the at the North door of the Court House in the City of Chicago Cook County - Illinois between the hours of 10 o'clock A.M. and 3 o'clock P.M. of the day of sale and shall sell said Lots separately - The said Master shall give public notice of the time and place of sale of the property to be sold and the terms of sale for at least twenty days before the day of sale by publishing in one of the daily papers printed and published in the City of Chicago and by posting up a notice on the North door of the Court House in the City of Chicago and complainants in this cause may become the purchaser and the master shall upon the sale being made execute to the purchaser or purchasers a certificate or certificates of purchase showing that the purchaser or purchasers will be entitled to deed for the property purchased at the expiration of fifteen months from the day of sale unless the same shall be sooner redeemed according to law The said Master shall out of the

five days from the date of the entry of this decree that the said Master shall sell the property aforesaid or so much thereof as shall be necessary to pay the debt or sum aforesaid its interest and complainants costs aforesaid - The said Master in case of failure to pay as aforesaid shall sell the property aforesaid for cash in hand at the at the North door of the Court House in the City of Chicago Cook County - Illinois between the hours of 10 o'clock A.M. and 3 o'clock P.M. of the day of sale and shall sell said Lots separately - The said Master shall give public notice of the time and place of sale of the property to be sold and the terms of sale for at least twenty days before the day of sale by publishing in one of the daily papers printed and published in the City of Chicago and by posting up a notice on the North door of the Court House in the City of Chicago and complainants in this cause may become the purchaser and the master shall upon the sale being made execute to the purchaser or purchasers a certificate or certificates of purchase showing that the purchaser or purchasers will be entitled to deed for the property purchased at the expiration of fifteen months from the day of sale unless the same shall be sooner redeemed according to law The said Master shall out of the

proceeds of the Sale retain his costs and Com-  
missions and the expenses of advertising said Sale  
and shall then pay to the complainant or his  
Solicitor the legal costs of complainant expended  
in this suit, to be taxed and also the amount  
due in before declared to be due on the note -  
aforesaid with legal interest from the date of the  
entry of this decree if the proceeds of said sale  
shall be sufficient, if not then so much thereof  
as the proceeds of said sale will pay and the  
Master is ordered to take receipts for the amounts  
so paid and file the same with his report and  
bring the surplus moneys arising from said sale  
if any then shall be into Court to abide its  
further order

And it is further ordered adjudged and decreed  
that the defendants and each of them be  
forever barred and discharged of and from all  
equity of redemption and claim of in and to  
the said mortgaged premises and every part  
and parcel thereof after the lapse of fifteen  
months from the day of the sale thereof -  
unless the same shall have been previously red-  
eemed according to law - And the said  
Master is hereby ordered to make to the purchaser  
or purchasers or his or their assignee or assignees  
a deed or deeds to the property purchased by  
him or them under this decree immediately



after the expiration of fifteen months from the said day of sale in the event the property purchased shall not have been previously redeemed according to law. And the defendant or defendants or any of them or any other person or persons claiming from by through or under them or either of them or any of them by right or title created or accruing subsequent to the commencement of this suit who may be in possession of all or any of the property - aforesaid and which may be sold and not redeemed as aforesaid are hereby ordered to deliver possession to the purchaser or his assignee having a deed for the same upon the presentation of the Master's deed for the property sold and bought under this decree duly and properly executed and certified. And the said Master is ordered to report his actings and doings under this decree to this Court as speedily as may be after the said sale.

John M. Wilson

And afterwards to wit on the nineteenth day of April in the year aforesaid said day being one of the days of the April Term of said Court the following among other proceedings was had and entered of record to wit

in case the said decree shall be affirmed in said Supreme Court. Then the above obligation to be void otherwise to remain in full force and virtue

Taken & entered before me at  
my Office in Chicago this  
eighteenth day of April A.D.  
1860

James G. Dudley  
Geo. F. Bradley



Matthew Kimball Ck

State of Illinois }  
Cook County }

James G. Dudley of the City of Chicago  
in said County of Cook being duly sworn says  
that he signed the within bond as one of the sureties  
of the within named Elias A. Smith and that this  
deponant is worth the sum of Six Thousand Dollars  
over & above what will pay all his debts and lia-  
bilities & further deponant says not

James G. Dudley

Subscribed and sworn  
before me this 18th day  
of April A.D. 1860  
Matthew Kimball  
Ck

State of Illinois }  
Cook County } I Walter Kimball Clerk  
of the Superior Court of Chicago in and for  
said County do hereby certify that the  
above and foregoing is a full, true, and  
complete copy of Decree and the order  
allowing appeal entered of record in said  
Court together with the appeal bond on file  
in my Office in a certain case wherein John  
J. Tilford is Complainant and Elias R. Smith  
et al are Defendants



In Testimony whereof I hereby  
subscribe my name and affix  
the Seal of said Court at Chicago  
in said County this 20<sup>th</sup> day  
of April A D 1861  
Walter Kimball Clerk