

No. 13515

Supreme Court of Illinois

Wadsworth et al

vs.

Snyder, et al.

United States of America
State of Illinois
Stephenson County

Pleas before the Honorable
Benjamin R. Sheldon Judge of the 14th Judicial
Circuit of the State of Illinois, at a regular term of
the Stephenson County Circuit Court, began and
held at the Court House in the City of Freeport, in
and for said County in the Judicial Circuit and
State aforesaid. On the first Monday of April in the
year of our Lord One thousand Eight hundred and
Sixty

Present Hon Benj R. Sheldon, Judge U. S.
Meacham States Atty. Charles F. Taggart,
Sheriff. Luther M. Guiteau, Clerk

Be it remembered that heretofore to wit: on the 27th day
of April A.D. 1860, the same being one of the regular
days of said April term of said Court the following
among other entries appears of record in a certain
cause in said Court wherein Tertius Wadsworth &
George M. Keller are complainants and Jesse B.
Snyder, John Wade, Joseph B. Smith & James
Wilson are defendants

Tertius Wadsworth & George M. Keller vs Jesse B. Snyder, John Wade & Joseph B. Smith
In the Stephenson
County Circuit
Court, Chancery
side April Term
A.D. 1860—

This cause having been this
day brought on to be heard upon the bill of com-
plaint filed therein, taken for a confessed against
Joseph B. Smith and upon the answers of Jesse B.
Snyder & John Wade and upon the proofs taken in

open Court by which it appears, that the amount due to the Complainants on the promissory note and Mortgage mentioned and set forth in said Bill of Complaint at this date for principal and interest is the sum of Eleven Hundred ninety five & $\frac{82}{100}$ Dollars on motion of Sweet & Hibbard of Counsel for the Complainants it is ordered, adjudged and decreed, and this Court by virtue of the authority therein vested, doth order, adjudge, and decree that the said defendants Jesse P. Snyder & John Wade pay within ten days to the said Complainants, the said sum of Eleven Hundred ninety five & $\frac{82}{100}$ Dollars principal and interest which appears to be due thereon as aforesaid, and the costs of this suit, to be taxed by the Clerk of this Court. And it is further ordered adjudged and decreed, that in default of said payment being made as aforesaid by said defendants Jesse P. Snyder & John Wade, then & in that case, that all and singular the said mortgaged premises mentioned in the said Bill of Complaint, in this cause, and hereinafter described or so much thereof as may be sufficient to realize the amount due the said Complainants principal & interest, over and above the costs of this suit, and which may be sold separately without material injury to the parties interested, be sold for cash in hand, at public vendue, ~~for cash in hand~~ to the highest and best bidder by the Master in Chancery of this Court, at the door of the Court House in Freeport in said County between the hour of nine in the morning and the setting of the sun of the same day; That the said Master give public notice of the time & place of said sale, by previously publishing the same for the space of three successive weeks, once in each

week, in a Newspaper published in the City of
Freeport in said County of Stephenson and that
the said Complainants, or any of the parties in this
cause, may become the purchaser or purchasers.
That the said Master, on the sale of said Mortgage
premises, execute a certificate of purchase to the
purchaser or purchasers thereof: Which Certificate
shall specify the lands or tenements purchased,
and the sum paid therefor, or if purchased by the
Complainants in said Bill, the amount of his, her
or their bid, and the time when the purchaser
will be entitled to a deed for such lands or ten-
ements, unless the same shall be redeemed acc-
ording to law, and the said Master shall also file
in the Office of the Recorder of said County of
Stephenson a duplicate of such Certificate signed
by him. And that said Master out of the proceeds
of sale, retain his fees, disbursements and Commis-
sions on said sale; And that he pay to the Officers
of this Court their costs in this suit; And that
out of the remainder of said proceeds, he pay to the
said Complainants, the amount so found to be due,
as aforesaid, together with legal interest thereon from
this date, to the day of said sale, or if such remainder
shall be insufficient to pay the whole of said
amount and interest as aforesaid then, that he
apply said remainder to the extent to which it may
reach in satisfaction of said amount and interest.
And that the said Master take receipts from the respec-
tive parties to whom he may have made payments
as aforesaid, and file the same together with his
report of said sale in this Court. And that in
case said premises shall sell for more than suffi-
cient to pay the principal, interest and costs in this
suit, then that said Master after making payment

as aforesaid, bring such surplus monies into Court without delay, to abide the further order thereof: And it is further ordered, adjudged and decreed that the said Defendants or their heirs, executors, administrators or grantees, be forever barred and foreclosed from all equity of redemption and claim of, in and to said Mortgaged ^{premises}, and any part and parcel thereof, if the same are not by said Defendants, or their heirs, executors, administrators or grantees redeemed according to law, within twelve months from the day of said Sale. And that all judgment Creditors, if any there be, and persons claiming under them, be forever barred and foreclosed from all equity of redemption & claim of in and to said Mortgaged premises, and any part ~~and~~ ^{or} parcel thereof, if they are not by said Judgment Creditors, or their representatives, redeemed according to law, within fifteen months ~~from~~ ^{next} after the day of said Sale; And that at the expiration of the time of the said fifteen Months if said lands are not redeemed as aforesaid, then and in that case, upon the production to the then acting Master in Chancery, & filing in his office of the Certificate of purchase executed by the Master in Chancery as aforesaid, to the purchaser or purchasers of said Mortgaged premises, by such purchaser or purchasers their representatives or assigns, said Master shall make execute and deliver to such purchaser or purchasers or their representatives or assigns, a good and sufficient conveyance in fee simple of said premises, or such part thereof as shall have been sold. And it is further ordered, adjudged, and decreed, that upon the execution and delivery of the conveyance aforesaid, the said purchaser or purchasers, their representatives or assigns, be let into possession of said Mortgaged premises, and

that any of the parties in this cause who~~ch~~ may be in possession of said premises or any part thereof, and any person who since the commencement of this suit has come into possession under them, or either of them on the production of the said Master's Deed of Conveyance of said premises, and a certified copy of the order of this Court confirming the report of said Sale, deliver possession thereof to such purchaser or purchasers their representatives or assigns - The description and particular boundaries of the property authorized to be sold under and by virtue of this decree, so far as the same can be ascertained from the Mortgage above referred to, or from the Bill of Complaint in this cause are as follows, viz: Commencing at the South Easterly corner of Lot number four (4) in Block number fifty six (56) in the City of Freeport, County of Stephenson, and State of Illinois, and running thence northerly parallel with the easterly line of Lot number four and seven (4+7) in said Block number fifty six (56) one hundred and fifty five (155) feet. Thence westerly on and along the northerly line of said Lot number seven (7) and on Bridge Street, twenty (20) feet. Thence in a southerly direction parallel with the westerly line of said Lots seven and four (7+4) one hundred and fifty five (155) feet to Stephenson Street. Thence easterly on and along the southerly line of said Lot number four (4) on Stephenson Street, twenty feet (20) to the place of beginning -

Benj. R. Sheldon

And afterwards on the 30th day of April A.D. 1860. the same being one of the days of said term of said Court the following entry also appears of record in said cause.

Fertius H. Wadsworth
+ George W. Wells

vs

Jesse B. Snyder, John Wade.
Joseph B. Smith & James
Wilson

Bill to foreclose Mortgage

Now came said Defendants Snyder and Wade and Gray an appeal, and it is ordered that the appeal be allowed on Defendants filing with the Clerk of this Court their Appeal Bond properly conditioned to complainants with William S. Gray as surety in the sum of Fifteen hundred Dollars and that they have thirty days to file said Bond.

And afterwards, on the twenty sixth day of May A.D. 1860. come the said Defendants Snyder & Wade and file their appeal Bond with William S. Gray as surety in this cause.

State of Illinois }
Stephenson County }

J. F. Wilson Shaffer Clerk of
the Circuit Court within and for the County
of Stephenson in the State aforesaid. do hereby
certify that the foregoing Entries appear of Record
in said Court in the above entitled cause wherein
Fertius H. Wadsworth, Et al. are complainants, and
Jesse B. Snyder, Et al. are Defendants, and that
the same is correctly and truly set forth as above
stated.

In Witness whereof I have hereunto set my
hand, and affixed the seal of said Court
at Freeport in said County this 13th day
of April A.D. 1861.

attest:

J. Wilson Shaffer Clerk
By E. J. Hodges dep