

No. 13379

Supreme Court of Illinois

Noble et al

vs.

Keep et al

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division.

No. 106.

Noble
vs
Keep

1861

13379

Know all men by these presents that we George W. Noble as principal, and Ezra B. de Cagg as security, both of the City of Chicago, in the County of Cook, and State of Illinois are held and firmly bound unto Henry Keep and Albert Keep of the same place in the penal sum of Twelve thousand dollars lawful money of the United States of America, for the payment of which said sum well and truly to be made to them their executors, administrators, or assigns, we bind ourselves our heirs, executors and administrators, firmly by these presents.

Scaled with our seals
dated this day of
June A. D. 1860.

Whereas, the said George W. Noble has made an application for a writ of Error and that the same shall be made a Supersedeas from a decree of the Superior Court

of Chicago. in a certain case
in Chancery in said Court
rendered. wherein said Henry
Keep and Albert Keep were
Complainants. and he the
said George W. Noble and
one S. P. Will were defen-
dant which said decree was rendered
June 8th 1866 for the sum of \$8754.85 & costs.

Now therefore the
condition of this obligation
is such, that if the above
bondman George W. Noble
shall duly prosecute his said
suit of Error. and shall pay
the said decree, and all cost
interest and damages in
case the said decree shall
be affirmed. then this Bond
or writing obligatory shall
be void. Otherwise the same
shall remain in full force
and virtue.

G. W. Noble

E. R. de Cuy

State of Illinois }
County of Cook } ss

George W. Cottle
and Ezra B. de Cagg being
each first sworn do severally
and each for himself depose
and say, that he is worth
the sum of twelve thousand
dollars over and above all
his debts and liabilities, and that
he is a resident of Cook County, & a freeholder.

J. M. Noble
E. B. de Cagg

Subscribed & Sworn
to before me this 25th day
of June 1860

Walter Kinitall Clerk
Superior Court of Chicago }

George¹⁸⁶ W. Noble
Henry Keep et al

Supps Bond

Filed Jan 21, 1880
L. Leland
Clerk

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

To the Clerk of the Superior Court of Chicago of Cook County Illinois Greeting:

Because, In the record and proceedings, as also in the rendition of the judgments of a plea which was in the Superior Court of Chicago, Cook County, before the Judge thereof, between Henry Keep and Albert Keep

plaintiffs and George W. Noble

defendant; it is said manifest error hath intervened, to the injury of the aforesaid George W. Noble

as we are informed by his complainant and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the first Tuesday after the third Monday in April next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Witness, The Hon. John D. Eaton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 26th day of June in the Year of Our Lord One Thousand Eight Hundred and Sixty.

L. Leland

Clerk of the Supreme Court.
by J. B. Rice Deputy

George W. Noble

No.

vs.

Henry Kups & Co.

WRIT OF ERROR.

*This Writ of Error is made a
Supersedeas, and as such is to be
obeyed by all concerned.*

L. Leland

L. J. B. Ransom Clerk.

FILED

June 26th

A. D. 1860

L. Leland

Clerk.

Supreme Court of Illinois
Third Grand Division

George W. Cottle

Plaintiff in Error,

vs

Henry Keep and
Abner Keep

Defendants in Error.

Abstract of Record.

Page 2.

On the 23^d of May 1860 Defendants in Error filed their bill in Chancery, against Plaintiff in Error in the Superior Court of Chicago - Alleging.

That on 21st of April a. d. 1854 Abner Rossiter then of Chicago, but since deceased, was seized in fee of

" 3 Lots 16, 17, 18, & 19, in Block 8 in Fort Dearborn Addition to Chicago - in Chicago, Cook County Illinois,

That on same day said Rossiter and one R. A. Robb

Page 3 by their three promissory notes duly executed by them became indebted to one Leonidas C. Bradley in the sum of three thousand one hundred and ninety nine dollars and twenty five cents (\$3199.25). each of said notes being for \$639.75 and payable respectively in 2, 4, and 6 years after their respective dates with interest at six per cent.

The last mentioned note being in custody of defendants in error, and ready to be produced, reference being thereto had.

Page 4

That Roscutter & wife, now deceased in their life time by mortgage of same date, sold and conveyed to Leonidas C. Bradley said lots.

Page 5

That it was provided by said mortgage that it was to be void in case Roscutter & Robbins should pay to said Bradley said sum of \$3199.25 at the times in said mortgage specified together with interest, and that said mortgage was duly acknowledged on the 26th of April 1854.

Page 6 That said mortgage was duly recorded in Cook County.

Page 7 That on 17th October 1855. Bradley assigned Mortgage and notes to Richard B. Swift, as appears by assignment endorsed on said mortgage, which assignment was duly acknowledged.

Page 8 And that said assignment was duly recorded.

Page 9. That Swift November 6, 1857 - sold and assigned said mortgage and notes to Jerome Beecher - which assignment is in possession of defendants in Error -

Page 10 Which assignment was duly acknowledged and recorded.

Page 11 That November 20, 1857 said Beecher sold and transferred and assigned said mortgage, and the note last mentioned therein to defendants in Error, which assignment is in possession of defendants in Error

Page 12 Which said assignment was duly acknowledged and recorded.

Page 13 That August 1st 1855. Rossiter sold and conveyed said lots to Plaintiff in Error, who thereupon entered into and took possession of same

That Plaintiff in Error purchased said premises subject to said mortgage and assumed and agreed to pay said sums of money as secured by the same -

Page 14. That the two promissory notes first mentioned in said mortgage have ~~been~~ been fully paid and satisfied,

That the whole of the last mentioned note and interest on same being \$6399.75. still remains due and unpaid. That defendants in Error have been thereby greatly delayed in the receipt of said money by means whereof said indenture of mortgage and the estate thereby mortgaged became absolute in defendants in Error -

Page 15. That Plaintiff in Error since the conveyance to him of said mortgaged premises has possessed and enjoyed, and still does possess and enjoy said mortgaged premises, and receives the rents, issues and profits thereof.

That A. C. Hill claims some interest in said property, but which if any is subject to the lien of said mortgage.

Page 16. That Defendants in Error have frequently applied to Plaintiff in Error and requested him to pay said principal sum and interest

Page 17 Answer under oath waived -
Prayer.

That ~~defendants~~ Plaintiff in Error may be decreed to pay said principal & interest money so due with costs and charges by a short day, and in default thereof -

Page 18 That Plaintiff in Error and all persons claiming under him be barred and precluded of all

Page 18 Equity of redemption and claims
of in and to said premises
and deliver over to defendants
in error all deeds demises and
writings whatever relating to
or concerning the same

And that the said mortgaged
premises or so much thereof as
may be necessary be sold, and
defendants in error be paid
the amount due thereon, and
the balance of the money be
brought into Court

And that the purchaser be
let into possession upon ser-
vice of a copy of the order
confirming said sale.

Page 19 Prayer for general relief and
Process -

Page 20. Receipt dated May 23. 1860,

Page 21 Proven dated May 23. 1860. return-
able 1st Monday of June next,
directed to the Sheriff of Cook County.

Page 22 Returned sum on debt by delivering
a copy to them May 24. 1860

Page 22 Decree entered June 8. 1860

Recitis

Page 23

Verdict of Jurors. Rule to
plead answer or demur instantly.
Bill taken as confessed. and
upon reading bill and hearing
proffs from which it appears
that Rossiter & wife are dead:
that Leonidas C Bradley endorsed
assigned and transferred said
note & mortgage to R. H. Swift
and Swift to Jerome Beecher
and Beecher to defendants in
Error: and that Rossiter sold
and conveyed said premises to
Plaintiff in Error.

Page 24

Who thereupon entered into and
took possession of said premises
that he purchased same subject to
said mortgage. and agreed to pay
said sum of money secured thereby:
that there is due \$8754.85.

Ordered.

That said amount stand
ratified and confirmed, and that
said Plaintiff in Error pay said
amount and costs in ten days

Page 25.

Or that in default thereof said mortgaged premises or so much thereof as may be necessary be sold at public auction, by Ira Scott, clerk in Chancery that clerk give twenty days notice, and that Complainants may become purchasers

That the clerk execute a deed to the purchaser on the said sale.

And after retaining his fees disbursements and commissions, pay to Complainants their costs

Page 26.

to be taxed, and the amount so found due with interest, and bring surplus money into Court.

Supreme Court of
Illinois.

Third Grand Division

Gr: W. Noble
Plff in Error

vs

Henry Kemp et al
Defts in Error

• Abstract of
Record.

United States of America
State of Illinois Cook County Jf.

I was before the Honorable the
Judge 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 fourth day
of June in the year of our Lord eighteen hun-
dred and sixty one of the Independence of
the United States of America the eighty fourth.

I went the Honorable John M. Wilson Chief Justice
of the Superior Court of Chicago
Jury H. Higgins and Grant Goodrich Judges
Charles Brown Prosecuting Attorney
John Gray Sheriff of Cook County.

Attest
Walter Kimball
Clerk

Do it remembered, that heretofore, to wit: on
the 28th day of May in the year of our Lord
One thousand eight hundred and fifty
there was filed in the office of the Clerk of
the Superior Court of Chicago, a certain
Bill in Chancery and Decree for Summons
in the words and figures following, to wit:

Superior Court of Chicago
In Chancery

To the Judges of the Superior Court
of Chicago, in Chancery sitting.

Humbly complaining Shureb
unto your Honors, your orators Henry
Kup and Albert Kup, of the City of
Chicago, in the County of Cook and State
of Illinois. That on or about the twenty
first day of April, in the year of our
Lord, One thousand eight hundred and
fifty four. A her Adverser, late of
the City of Chicago, in the County and
State aforesaid, then in life and being, but
since deceased, was seized in fee of the fol-
lowing described premises and real estate
situate, lying and being in the City of

3
Chicago in the County of Cook and State
of Illinois, to wit:

Lots numbered fifteen (15) seventeen
(17) eighteen (18) and nineteen (19) in Block
Number Eight in the Fort Dearborn Ad-
dition to said City of Chicago.

And your Orators further shew
unto your Honors, that on the said
twenty first day of April in the year
of our Lord One thousand eight hundred
and fifty four, the said Ascher Rossetter
and one R. St. Robbins, by their then
certain promissory notes, duly executed by
them, and in the life time of the said Ascher
Rossetter, became justly indebted unto one
Leonidas C. Bradley, in the sum of Nineteen
thousand one hundred and ninety nine
dollars and twenty five cents, each of
said Promissory notes being for the sum
of Six thousand three hundred and Ninety
Nine dollars and twenty five cents; and
payable respectively in two, four and six years
after their respective dates, with interest at
six per cent, the last mentioned promissory
note being now in the custody of your Or-
ators and ready to be produced as this
Honorable Court shall direct, and to

3

which when proanced, your Orators for greater certainty may leave to refer, may more fully and at large appear.

And your Orators further shew unto your Honors that the said Ascher Rossetter in his life time - and Frances S. Rossetter his wife, deceased, in her life time, in order to secure the payment of the said sum of money in the manner aforesaid in and by a certain indenture of Mortgage, bearing date the same day and year first aforesaid, did sell and convey unto the said Leonidas C. Bradley, the following described premises and real estate, situate, lying and being in the City of Chicago, in the County of Cook and State of Illinois, to wit: Lots numbered fifteen (15) sixteen (16) seventeen (17) eighteen (18) and nineteen (19) in Block number eight in the Fort Dearborn Addition to said City of Chicago:

To Have and to hold the same, together with all and singular the Tenements Hereditaments, Privileges and appurtenances thereto belonging, or in anywise appertaining -

And your Orators further shew unto

5 Your Honors, that it was expressly provided
in and by the said indenture of Mortgage
that the said mortgage was to be void upon
condition that the said Ascher Rossetter and
the said R. A. Robbins should well and
truly pay, or cause to be paid, to the said
Liquidator C. Bradley the said sum of Sixteen
thousand one hundred and ninety nine
dollars and twenty five cents, in the sum
and at the times in the said indenture of
Mortgage specified, together with the
interest thereon, and according to the tenor
and effect of their three certain promissory
notes heretofore mentioned.

And your Orators further shew unto
your Honors, that on the twenty sixth day
of April in the year of our Lord one thousand
eight hundred and fifty four, the execution
of the said indenture of mortgage was duly
acknowledged in due form of Law, before
Calvin D. Wolf then a Justice of the Peace in
and for the County of Cook, in the State
aforesaid, as well by the said Ascher
Rossetter in his life time, as by the said
Francis S. Rossetter his wife, in her life
time, apart from him, as in and by a cer-
tificate of the acknowledgment thereof

endorsed on or attached to the said indenture of Mortgage, and signed and sealed by the said Calvin D. Wolf as aforesaid. And to which your Orators for greater certainty, pray leave to refer, may more fully and at large appear.

And your Orators further shew unto your Honors, that on the twenty seventh day of April one thousand eight hundred and fifty four, the said indenture of Mortgage was in due form of law recorded in the office of the Register of Deeds in and for the County of Cook and State of Illinois, in Book 17 of Mortgages page 555. as by the Registry of the said indenture of Mortgage now remaining in the office of the said Register, and endorsed on the said indenture of Mortgage, and signed by L. D. Hoard, Clerk of the Circuit Court of Cook County, in the State aforesaid and ex officio Register of Deeds in and for said County of Cook, sufficiently appears. And to which said Registry and minute thereof, so as aforesaid endorsed on the said indenture of Mortgage, your Orators for greater certainty pray leave to refer themselves, if it be necessary so to do.

7 And your Orators further shew unto
your Honors that on the seventeenth day of
October A.D. 1855, the said Leonidas
C. Bradley, under his hand and seal assigned
transferred and set over unto Richard
N. Swift his heirs, executors, administrators
and assigns all his right, title, claim and
interest in and to the said indenture of
Mortgage hereinbefore mentioned and decreed
and the property and notes in the said
indenture of mortgage mentioned, and
assigned and endorsed the said notes to the
said Richard N. Swift - As in and by the
said assignment of the said indenture of
Mortgage, endorsed upon said indenture of
Mortgage, duly executed by the said Leonidas
C. Bradley, under his hand and seal, and
now in the possession of your Orators, ready
to be produced and shown, as this Honorable
Court shall direct, reference thereto
had will more fully and at large
appear.

And your Orators further shew unto
your Honors, that on the sixth day of November
A.D. 1857, the execution of the said
assignment was duly acknowledged in
due form of law, before John Summerfield

8 then a Notary Public in and for the city of Chicago, in the County and State aforesaid and attested by his Notarial Seal, by the said Lewis and C. Bradley, as in and by a Certificate of the Acknowledgment thereof, indorsed on or attached to the said assignment, and signed by the said John Sumnerfield as aforesaid, and to which your Orators for greater certainty, may leave to refer may more fully and at large appear.

And your Orators further shew unto your Honors, that on the seventh day of November A.D. 1837 the said assignment was in due form & law recorded in the office of the Register of Deeds, in and for the County of Cook in the State aforesaid, in Part B of Mortgages page 213. by William L. Church, Clerk of the Circuit Court in and for the County of Cook, and ex officio Recorder of Deeds in and for said County of Cook, as by the Registry of the said assignment now remaining in the office of the said Recorder, and indorsed on the said assignment and signed by the said William L. Church Recorder as aforesaid, sufficiently appears. So as aforesaid indorsed on, or attached to the said assignment, your Orators for

9 greater certainty may leave to refer themselves, if it be necessary so to do.

And your Orators further shew unto your Honors, that on the sixth day of November A.D. 1857, the said Richard H. Swift under his hand and seal sold, assigned and transferred unto Jerome Bucher his heirs and assigns the said indenture of mortgage, and all his right, title and interest in and to the premises described in the said indenture of mortgage, hereinbefore mentioned and described, and assigned endorsed and delivered the said promissory note mentioned and described in the said indenture of mortgage to the said Jerome Bucher as in and by the said assignment of the said indenture of mortgage, endorsed upon said indenture of mortgage, duly executed by the said Richard H. Swift, under his hand and seal, and now in the possession of your Orators, ready to be produced & shown as this Honorable Court shall direct, referred therunto had will more fully and at large appear.

And your Orators further shew unto your Honors, that on the sixth day

of November A.D. 1837. the execution of the said assignment was duly acknowledged in due form of law, before George Scoville, then a Notary Public, in and for the City of Chicago, in the County and State aforesaid, and attested by his Notarial Seal, by the said Richard H. Swift, as in and by a certificate of the acknowledgment thereof annexed on and attached to the said assignment, and signed by the said George Scoville as aforesaid. and to which your Orators for greater certainty pray leave to refer, may more fully and at large appear.

And your Orators further shew unto your Honors, that on the Seventh day of November A.D. 1837. the said assignment was in due form of law recorded in the office of the Register of Deeds, in and for the County of Cook, in the State aforesaid in Book 30 of Mortgages page 212. by William L. Church Clerk of the Circuit Court in and for the said County of Cook, and ex officio Recorder of Deeds in and for said County of Cook, as by the Registry of the said assignment now remaining in the office of the said Recorder, and

11 indorsed on or attached to the said assignment, and signed by the said William L. Church, Recorder as aforesaid, sufficiently appears. So as aforesaid indorsed on or attached to the said assignment your Orators for greater certainty may leave to refer themselves, if it be necessary to do so.

And your Orators further shew unto your Honors that on the twentieth day of November A. D. 1857 the said Jerome Buckerman his hand and seal sold, assigned and transferred unto your Orators their heirs assigns all his right, title and interest in and to the said indenture of mortgage hereinbefore mentioned and described and assigned, indorsed and delivered unto your Orators the said promissory note last mentioned and described in the said indenture of Mortgage. As in and by the said assignment of the said indenture of Mortgage, duly executed by the said Jerome Buckerman under his hand and seal and now in the possession of your Orators ready to be produced and proven, as this Honorable Court shall direct. referenced thereto had; will more fully appear.

And your Orators further show unto your Honors, that on the twentieth day of November A.D. 1837. the execution of the said assignment was duly acknowledged in due form of law, before John Forsythe then a Notary Public in and for the Town of South Chicago, in the County and in the State aforesaid. and attested by his Notarial Seal, by the said Jerome Bucher, as in and by a certificate of the acknowledgment thereof, inserted on or attached to the said assignment, and signed by the said John Forsythe as aforesaid. and to which your Orators, for greater certainty, may leave to refer. may more fully and at large appear.

And your Orators further show unto your Honors, that on the twelfth day of April 1838. was in due form of law recorded in the office of the Register of Deeds in and for the County of Cook, in the State aforesaid, in Book 32 of Mortgages page 347. by William L. Church Clerk of the Circuit Court in and for the County of Cook, and ex officio Recorder of Deeds in and for said County of Cook, as by the Registry of the said assignment

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13 now remaining in the office of the said Recorder and endorsed on the said assignment, and signed by the said William L. Church. Recited as aforesaid, sufficiently appears, so as aforesaid endorsed on the said assignment, your orators for greater certainty may leave to refer.

And your Orators further show unto your Honors that on or about the first day of August A.D. 1855 the said Ascher Rosseter, and in the life time of the said Ascher Rosseter, sold and conveyed in fee simple absolute, the real estate and premises mentioned and described in the said indenture of Mortgage hereinbefore mentioned and described to one George W. Noble who thereupon immediately thereafter entered into and upon and took possession of the said real estate and premises, and your orators state and charge the fact to be that the said George W. Noble purchased the said real estate ~~expressly~~ subject to the said indenture of Mortgage hereinbefore mentioned and described, and that the said George W. Noble expressly assumed and agreed to pay the said sum of money so secured as was paid in and by the said indenture

14 of Mortgage.

And your Orators further show unto your Honors upon information and belief that the two promissory notes first mentioned and described in and secured to be paid by the said indenture of mortgage and payable respectively in two and four years from the date thereof have been fully paid and satisfied.

And your Orators further show unto your Honors, that the whole of the principal sum of the said promissory note together with the interest thereon from its date, last mentioned and described in and secured to be paid in and by the said indenture of mortgage, and payable six years after the date thereof with interest at six per cent said note being for the sum of Six thousand three hundred and ninety nine dollars and seventy five cents, and bearing date April 21st 1834. Still remains due and unpaid, and that all the principal money mentioned in the said last mentioned promissory note, and secured thereby, and by the said indenture of mortgage, together with the interest thereon from the twenty

15 First day of April A.D. 1854. is now due and unpaid, no part thereof having been paid or satisfied to the said Leonidas C. Bradley, Richard H. Swift, Jerome Bucher, or to your Orators so that your Orators are greatly delayed and disappointed in the receipt of the said money: by means of the said several premises. The said indenture of mortgage and the estate thereby mortgaged, became absolute in your Orators.

And your Orators further shew unto your Honors, that the said George W. North, has since the said conveyance to him of the said mortgaged premises by the said Peter Rossetto possessed and enjoyed, and that he does still possess and enjoy the said mortgaged premises with the appurtenances. And that he has always since the said conveyance received, and still does receive, the rents, issues, and profits thereof.

And your Orators further shew unto your Honors that one L. P. Hill has or claims some interest in the said mortgaged premises, or in some part thereof, as tenant or otherwise, which interest, if any has accrued subsequent to the lien of the said mortgage, 15 And is subject thereto.

16 And your Orators further shew unto your Honors. that they or some other person for them have frequently and in a friendly manner applied to the said George W. Noble and requested him to pay and discharge the said principal and interest money so due to your Orators on the said last mentioned promissory note and indenture of Mortgage as aforesaid.

And your Orators well hoped that the said George W. Noble would have complied with such reasonable request of your Orators, and would have paid to your Orators such principal and interest money so as aforesaid due to your Orators on the said last mentioned note and indenture of Mortgage in manner aforesaid as in equity and good conscience he ought to have done.

All which actings and doings of the said George W. Noble are contrary to equity and good conscience, and tend to the manifest wrong, injury and oppression of your Orators.

In tender consideration whereof and for as much as your Orators have not a complete and safe remedy in the premises at and by the strict rules of the

17 Common Law. nor can foreclose the equity of redemption of the said Mortgaged premises, or safely sell the same for the pay ment and satisfaction of the said principal and interest money so due as aforesaid to your Orators on the said last mentioned promissory note and indenture of mortgage in manner aforesaid.

To the end therefore, that the said George H. Noble and L. P. Hitt may (without oath, their answer on oath being hereby waived,) true, full and perfect answers make to all and singular the said premises as fully and particularly, as if the same were here again repeated, and they thereto particularly interrogated according to the best of their respective knowledge information, remembrance or belief:

And that the said George H. Noble may be decreed to pay to your Orators the said principal money herein before mentioned and expressed, and so due on the said last mentioned promissory note and indenture of Mortgage herein before mentioned and set forth as aforesaid. And all the interest money now due and to grow due thereon, together with all your Orators costs and charges in this behalf sustained by a short day to be appointed by this Honorable Court: and in default thereof, that

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18 the said Defendants, and each of them,
and all persons claiming or to claim under
them, or either of them, may be barred and
foreclosed of and from all equity of re-
demption and claim, of, in, and to the said
Mortgaged premises, and every part and parcel
thereof, with the appurtenances, and may
deliver over unto your Orators all deeds,
devises and writings whatever, relating to
or concerning the same: And that all and
singular the said Mortgaged premises with the
appurtenances may by the order and de-
cree of this Honorable Court, be sold by
one of the Masters thereof, and out of the
moneys arising from the sale thereof, your
Orators may be paid the full amount of
the principal moneys hereinbefore mentioned
and expressed, and so due to your Orators
as aforesaid, out the said last mentioned
promissory note and indenture of Mortgage
in manner aforesaid. And all the interest
money due and to grow due thereon, together
with all your Orators costs and charges in
this behalf sustained, and that the said George
H. Noble and L. P. Hill and any other
person or persons in possession of the said
Mortgaged premises, may upon being served
with a copy of the order of this Court

19 confirming the sale of the same by the Master
Deliver up possession of said premises to
the purchaser or purchasers thereof at said
Master's sale of said premises: and that
your Orators may have such other or fur-
ther relief in the premises as to your Honors
may seem proper, and shall be agreeable
to equity and good conscience.

May it please your Honors, the
premises considered, to grant unto your
Orators the writ of Summons of the Peo-
ple of the State of Illinois, issuing out of
and under the Seal of this Honorable
Court, to be directed to the said George
H. Noble and J. P. Hill therein and
thereby commanding them and each of
them on a certain day, and under a cer-
tain penalty therein, to be inserted, person-
ally to be and appear before your Honors
in this Honorable Court, then and there to
answer all and singular the said premises
and to stand to and abide by such order
and decree, therein, as to your Honors shall
seem meet and shall be agreeable to equity
and good conscience.

And your Orators will forever pray &c.
Wm. D. G. King
Solicitors for Coheys
Henry K. K.
Albert K. K.

20 Henry Kuep &
Albert Kuep
vs
George H. Noble
W. P. Hill

Superior Court of Chicago
In Chancery

The Clerk of said Court will
please issue a summons in the above
cause returnable at the June Term
next of said Court.

May 23rd 1864.
To

Mathew Taft Esq
Compt. Solrs

Master Kimball Esq
Clerk.

And thereupon, to wit, on the 23rd day of
May aforesaid, in the year aforesaid, there
issued out of and under the seal of said
Court, a certain Chancery Summons, which
said Summons with the Sheriff's return thereon
endorsed, is in the words of figures following.
To wit:

State of Illinois
County of Cook

The People of the State of Illinois, to the Sheriff of said County. Greeting:

We command you that you summon George M. Noble and L. P. Hill if they shall be found in your County, personally to be and appear before the Superior Court of Chicago, of said County of Cook, on the first day of the next term thereof, to be holden at the Court House in the City of Chicago, in said County, on the first Monday of June next, to answer unto Henry Kapp & Albert Kapp in their certain Bill of Complaint filed in the said Court on the Chancery side thereof.

And have you then and there this writ with our endorsement thereon, in what manner you shall have executed the same.

Witness. Walter Kimball, Clerk
of our said Court, and the Seal
thereof, at the City of Chicago,
aforesaid, this Twenty
third day of May A.D. 1860.
Walter Kimball Clerk

Seal

Served this writ on the within named George
H. Noble and L. P. Hill by delivering a copy
thereof to them. the 24th day of May 1865.

John Gay Sheriff
By A. Hinshaw Deputy.

And afterwards, to wit, on the 8th day of June
in the year aforesaid, said day being one of
the days of the June Term of said Court, the
following among other proceedings were had
and entered of record in said Court. to wit,

Superior Court of Chicago
In Chancery
of the June Term A.D. 1865.

Henry Keep &
Albert Keep

vs
George H. Noble
& L. P. Hill

This Cause having been
this day brought out to be heard, upon the
bill of Complaint therein, and process
having been served upon all the defendants

And a rule having been entered requiring
 the said defendants to plead, answer or
 demur to said bill of complaint instantly,
 and the said defendants failing to plead
 answer or demur to said bill in compliance
 with said rule, and the said bill having
 been taken as confessed by all the defendants,
 and upon reading the bill and hearing
 the proofs in this cause in open Court, from
 which it appears that the said Arthur Rosseter
 and Francis S. Rosetter have departed
 this life, and that Leonard C. Bradley the
 payee and Mortgagee in said note and
 Mortgage mentioned and described in said
 bill, endorsed, assigned and transferred
 said note and Mortgage to Richard K.
 Swift, and the said Richard K. Swift
 endorsed, assigned and transferred said
 note and mortgage to Jerome Beecher.
 and that the said Jerome Beecher endorsed,
 assigned and transferred said note and
 mortgage to your orators; And that
 the said Arthur Rosetter in his life time
 and on or about the first day of August
 A.D. 1853. sold and conveyed in fee simple
 absolute, the real estate and premises
 mentioned and described in said bill
 and Mortgage to the said defendant

George W. Noble, And that the said George W. Noble immediately there upon entered into and upon and took possession of the said real estate and premises, and that the said George W. Noble defendant purchased the said real estate and premises subject to the said indenture of mortgage

And that the said George W. Noble expressly assumed and agreed to pay the said sum of money secured to be paid in and by the said indenture of mortgage - and that there is due to the said Complainants, for principal and interest, the sum of Eight thousand seven hundred and fifty four dollars and eighty five cents. And on motion of Messrs Mather Taft & Hoag 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 amount above mentioned do stand ratified and confirmed.

And it is further ordered, adjudged and decreed, that the said George W. Noble pay the said amount of principal interest and costs in this cause to the said Complainants, within ten days from this date

And that in default of such payment, all and singular the said mortgaged premises, mentioned in the bill of Complaint in this Cause, and hereinafter described, or so much thereof as may be sufficient to raise the amount due to the complainants for their principal interest and costs in this case, and which may be sold separately without material injury to the parties interested, be sold at public auction, by or under the direction of Sir Scott, one of the Masters of this Court, that the sale be made in the County where the said mortgaged premises, or the greater part thereof are situated, that the Master give twenty days public notice of the time and place of such sale, according to the course and practice of this Court, and that the complainants, or either of them, or any of the parties in this Cause, may become the purchaser: that the Master execute a deed to the purchaser or purchasers of the mortgaged premises on the said sale: And that the said Master out of the proceeds of said sale, retain his fees, disbursements and commissions on said sale, and pay to the complainants or their solicitors out of said proceeds their costs in this suit

26 to be taxed, and also the amount so found due as aforesaid, together with legal interest thereon, or so much thereof as the purchase money of the mortgaged premises will pay of the same, and that the Master take receipts for the amount so paid, and file the same with his report, and that he bring the surplus moneys arising from said Sale, if any there be, into Court, without delay, to abide the further order of this Court.

And it is further ordered, adjudged and decreed, that the defendants and all persons claiming or to claim from or under them, and all persons having a lien subsequent to such mortgage by judgment or decree, upon the lands contained in said mortgage, and his or their heirs and personal representatives, and all persons having any lien or claim by or under such subsequent judgment or decree, and their heirs and personal representatives, and all persons claiming under them be forever barred and foreclosed of and from all equity of redemption, and claim, of, in, and to said mortgaged premises, and every part and parcel thereof, except as provided by the Statutes of this State. And it is further ordered, that the

27 purchaser or purchasers of said mortgaged premises at such sale, be let into possession thereof, and that any of the parties in this cause, who may be in possession of said premises or any part thereof, and every person who, since the commencement of this suit, has come into possession under them or either of them, deliver possession thereof, to such purchaser or purchasers, on production of the Master's deed for such premises, and a certified copy of the order confirming the report of such sale, after such order has become absolute, and after the time for redemption has expired.

The Description of the real estate and premises 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. To wit:

All the following lots of land, lying and being in the City of Chicago, in the County of Cook and State of Illinois and described as follows. To wit: Lots numbered Sixteen (16) Seventeen (17) Eighteen (18) and Nineteen (19) in Block number Eight (8) in the Fort Pemborn Addition to Chicago, together with all and singular the tenements, hereditaments, privileges and appurtenances thereto.

belonging, or in anywise asportaining.

State of Illinois
Cook County ss

I Walter Kimball (Clerk
of the Superior Court of Chicago), within and for
the County of Cook and State aforesaid, do hereby
certify the foregoing to be a full, true and com-
plete transcript of all the papers on file in
my office & proceedings of Court, entered of
record, in a certain cause wherein Henry
Keup & Albert Keup were complainants and
George W. Noble and L. P. Hill Defendants.



Witness my hand and the Seal
of said Court, at the City
of Chicago, in said County
this 16th day of June A.D. 1860
Walter Kimball Clerk

And now comes the said George W. Noble Plaintiff in Error and says that in the record and proceedings above, there is manifest error in this to wit -

1st That the final decree entered in said cause requires the Master in Chancery to execute a deed to the purchaser immediately upon making sale of the premises in said decree described -

2^d That there are neither allegations or proof in said record, to warrant a such foreclosure of the mortgage on the premises therein described

3^d That the Court erred in entering a decree for defendants in Error and in not entering a decree for Plaintiff in Error.

Samuel W. Fuller
for Plaintiff in Error

Let a superseding issue Bail \$12000
E B. M. Cagg Surety
June 26. 1860

J. H. Eaton

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Kupfer et al

^{or}
Kupfer et al
~~~~~

Filed June 25. 1860  
L. Deland  
Clerk

~~for~~ \$8.00



Henry Kuper et al } Appellées  
                  ads         }  
George W Noble et al } Appelants

Appeal from book

It is hereby stipulated that  
the decree in the above entitled  
cause shall be reversed and  
complainants bill dismissed  
at the cost of George W  
Hobbs et al. appellants in  
this cause

Mathew Traft & King  
Atty for Appellees  
or Defts in Error  
Sammon McLeary & Fuller  
Atty for Appellants  
or Plffs in Error



George W. Noble et al  
appellants  
vs

Henry Keep et al  
appellees

Stipulation