

No. 14545 $\frac{1}{2}$

Supreme Court of Illinois

Wayman et al

vs.

Crosier

71641  7

STATE OF ILLINOIS,
SUPREME COURT,
Third Grand Division

~~299~~
227 No. ~~252~~

~~299~~

227

Wayman

v.

Owner

1863

14545

[Handwritten signature]

1 This Indenture made this twenty first day of January in the year of our Lord one thousand Eight hundred and fifty eight between William Wayman and Jane Wayman his wife of the city of Chicago in the county of Cook and State of Illinois parties of the first part and John P Crozer of the town of Chester in the County of Delaware and State of Pennsylvania party of the second part

Whereas the said William Wayman together with one Thomas Shergold is justly indebted unto the said party of the second part - in the sum of five thousand dollars lawful money of the United States an actual loan of money this day made by said party of the second part to said William Wayman and Thomas Shergold at Chicago aforesaid in conformity to and under and to be construed by the laws of the state of Illinois secured to be paid by the certain bond or obligation of the said Thomas Shergold and William Wayman bearing even date herewith in the penal sum of Ten Thousand Dollars conditioned for the payment unto the above named party of the second part his executors administrators or assigns of the sum of Five thousand dollars on the Twenty first day of January which will be in the year of

our Lord. one Thousand Eight-hundred and Sixty three with interest for the same to be computed from the day of the date thereof at and after the rate of ten per centum per annum which said interest shall be paid half yearly to wit on the Twenty first-day of each of the months of January and July which will be in each and every year until the said principal sum shall be fully paid and the said payments both of principal and interest shall be made at such place in the City of Philadelphia in the state of Pennsylvania as the said John P Croger his executors administrators or assigns may in writing from time to time appoint and in default of such appointment then at the office of said John P Croger in said city of Philadelphia with a proviso thereunder written whereby it is expressly agreed and fully understood that if default be made in the payment of any of the interest on the principal sum above mentioned payable half yearly as aforesaid and any portion thereof shall remain due and unpaid for the space of thirty days after the same shall become due and payable according to the above condition then and

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in that case the principal sum above mentioned together with all the arrearages of interest shall at the option of the said John P Croger his executors administrators or assigns thereupon become due and payable and may be immediately thereafter demanded any thing therein before expressed to the contrary notwithstanding as by the said bond and the condition thereof and the proviso thereunder written reference being thereto had. may more fully appear.

Now therefore this Indenture Witnesseth that the said parties of the first part for the better securing the payment of the said sum of money mentioned in the condition of said bond with interest thereon according to the true intent and meaning thereof and also for and in consideration of the sum of one dollar to them in hand paid by said party of the second part the receipt whereof is hereby acknowledged have granted bargained sold aliened released conveyed and confirmed and by these presents do grant bargain sell alien release convey and confirm unto the said party of the

second part his heirs and assigns forever all those certain lots pieces or parcels of land situate lying and being in the city of Chicago in the County of Cook and State of Illinois and known and described as being all that part of lots Eight (8) and nine (9) in the Canal Trustees subdivision of Block Eleven (11) in the original town of Chicago butted and bounded as follows. To wit commencing at the south East corner of said lot Eight (8) running thence north eighty five (85) feet thence west by line drawn parallel to the south line of said lots eight (8) and nine (9) across the width of said lots to the west line of said lot nine (9) thence south along the said west line to the south west corner of said lot nine (9) thence east along the south line of said lots nine (9) & eight (8) to the south east corner of said lot eight (8) bring the place of beginning

Also the one equal and undivided half part of sub lot three (3) of lot one (1) in Block eight (8) in

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the Canal trustees subdivision of said lot-one (1) in said Block eight-(8) in the original town of Chicago

Also the one equal undivided half part of sub lot No^o eight (8) in Boggs-wells subdivision of lot No^o one (1) in Block No^o forty five (45) in the original town of Chicago.

Also the one equal undivided half part of all that part of lot (no four 4) in Block No^o forty five (45) in the original town of Chicago bounded as follows. beginning on the west line of said lot-four (4) at a point forty feet north of the south west corner of said lot. thence running north along the east line of the public alley to the north west corner of said lot thence running east along the north line of said lot seventeen (17) feet thence running south on a line parallel with the west line of said lot to a point forty (40) feet north of the south line of said lot thence running west on a line parallel with the south line of said lot seventeen (17) feet to the point of beginning

Together with all and singular the tenement hereditaments and appurtenances

6 thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders. rents issues and profits thereof and also all the estate right title interest dower and right of dower property possession claim and demand whatsoever as well in law as in equity of the said parties of the first part of in and to the same and every part and parcel thereof with the appurtenances.

To Have & To Hold. the above granted bargained and described premises with the appurtenances unto the said party of the second part his heirs and assigns forever

Provided always and these presents are upon this express condition nevertheless that if the said parties of the first part their heirs executors or administrators shall and do well and truly pay or cause to be paid unto the said party of the second part his executors administrators or assigns the said principal sum of money mentioned in the condition of said bond and the interest thereon at the time and times respectively and in the manner mentioned in the condition of said bond according to

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the true intent and meaning thereof and shall and do ^{truly} and faithfully fulfil and perform all the covenants and agreements hereinafter mentioned that then and from thenceforth these Presents and the estate hereby granted shall cease determine and be utterly null and void anything here in before contained to the contrary notwithstanding.

And the said William Wayman for himself his heirs executors and administrators doth covenant grant and agree to and with the said party of the second part his executors administrators and assigns that he will well and truly pay unto the said party of the second part his executors administrators or assigns the said principal sum of money mentioned in the condition of said bond and the interest thereon according to the said condition and also that he will not at anytime hereafter until said principal sum and the interest thereon shall be fully paid suffer said premises or any portion thereof to be sold for any tax or assessment whatsoever nor will he do or permit to be done to in upon or about said premises anything that may in any wise tend to impair the value thereof or to weaken diminish or impair these

curity intended to be effected under and by virtue of this instrument.

But it is hereby expressly agreed and understood by and between the parties to these presents that if default shall be made in the payment of the said principal sum of money above mentioned or of the interest that may grow due thereon or of any part thereof at the time & times respectively when the same ought to be paid as set forth in the said condition of said bond or if the said parties of the first part their heirs executors or administrators shall at any time hereafter suffer said premises or any part thereof to be sold for any tax or assessment whatsoever or shall do or permit to be done to or upon or about said premises or any part thereof anything that may in any wise tend to diminish the value thereof or to impair weaken or diminish the security intended to be effected under and by virtue of this instrument or shall fail in anywise faithfully to fulfil keep and perform as well in spirit as in letter all and singular the covenants and agreements contained in these presents or if either or any of said covenants and agreements shall at any time be broken in any respect whatsoever that then and from thence-

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forth it shall be lawful for the said party of the second part his executors administrators or assigns either in person or by attorney to enter into and upon all and singular the said premises hereby granted or intended so to be and to sell and dispose of the same and all benefit and equity of redemption of the said parties of the first part their heirs or assigns therein at public auction having first given thirty days notice of the time and place of such sale (such sale to be made in the city of Chicago aforesaid) by advertisement in any one of the daily news papers that may at that time be published in said City of Chicago; personal notice of such sale to said parties of the first part their heirs executors administrators or assigns or any or all persons claiming by through or under them being hereby expressly waived and executed And either in the name of said party of the second part his heirs or assigns or at his and their option as the attorney of the said parties of the first part for that purpose by these presents duly and irrevocably authorized constituted and appointed to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same in full simple

and all the recitals that maybe contained in such deed or deeds setting forth the fact of due notice advertisement and sale and any and all such other facts and statements as may be proper to evidence the legality of such sale and conveyance and that the same had been duly made in all respects so as to meet all the requirements herein contained or arising in law and ~~as xxxxxxxx~~ as may be necessary to convey a good title shall be deemed to be true and shall be considered and taken as prima facie evidence of all the facts and matters set forth in such recitals and such deed or deeds whether made in the name of the said parties of the first part or in the name or names of the said party of the second part his executors administrators or assigns shall be effectual to pass the title And out of the money arising from such sale to pay & retain First all the costs and expenses of such advertisement sale and conveyance Second all money & sums of money which said party of the second part his executors administrators or assigns may at any time before such sale pay or expend to redeem said above described premises from any sale or sales

for taxes or assessments or to save the same from such sale or to protect the title or possession of said premises or any part thereof with interest on all money so advanced or expended at the rate of ten per centum per annum from the time of so paying or expending the same up to the time of such sale and Third all of said principal money and accrued interest thereon that shall at the time of such sale remain unpaid whether due or not due Fourth rendering the overplus of the purchase money if any there be into the said William Wayman his executors administrators or assigns: which sale so to be made shall be a perpetual bar both in law and equity against the said parties of the first part their heirs and assigns and all other persons claiming or to claim the premises or any part thereof by from or under them or any of them

And the said William Wayman for himself his heirs executors and administrators doth covenant bargain and agree to and with the said party of the second part his executors administrators and assigns that there is well

seized of the premises above described as
 of a good some perfect absolute and indefeas-
 ible estate of inheritance in the law in fee
 simple and has good right full power
 and lawful authority to grant bargain
 sell and convey the same in manner and
 form as aforesaid and that the same
 are free from all other and former grants
 mortgages liens incumbrances, and tax
 sales of any and every name kind nature
 or description whatsoever and against
 all and every person or persons lawfully
 claiming or to claim the whole or any part
 thereof will warrant and forever defend

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

Wm Wagoner 

Jane Wagoner 

State of Illinois }
 Cook County } ss

I Caleb D. Fitz a Justice of
 the Peace in and for the County & State
 aforesaid do hereby certify that William

Wayman and Jane Wayman his wife who are personally known to me to be the real persons whose names are subscribed to the above instrument in Writing appeared in person before me this day and severally acknowledged that they executed and delivered the same as their free and voluntary act for the uses and purposes therein set forth

And the said Jane Wayman wife of the said William Wayman having been by me examined separate and apart and out of the hearing of her said husband and the contents and meaning of the said instrument in writing having been by me made known and fully explained to her acknowledged that she had freely and voluntarily executed the same and relinquished her dower to the lands and tenements therein mentioned without fear or compulsion of her said husband and that she does not wish to retract the same

Testimony whereof I shew hereunto set my hand and affixed my seal this 21st day of January in the year of our Lord one thousand Eight hundred and Fifty Eight at Chicago in the county of Cook and State of Illinois

Caleb D. Fitts J.P. Seal

State of Illinois }
County of Cook }

John P. Crozer } Superior Court of Chicago

vs
William Wayman } In Chancery
Eugene Wayman and
Sabella Cochran }

John P. Crozer Complainant
in the above entitled suit being duly sworn deposes
and says that he is informed and believes that Sabella
Cochran one of the defendants in the above entitled
suit resides out of the State so that process
cannot be served upon her

John P. Crozer

City of Philadelphia }
in the State of Pennsylvania }

Affirmed and Subscribed
before me February 21 1862

John Thompson

Alderman and Ex officio

a Justice of the Peace

Filed Feb'y 21 1862

State of Illinois }
Cook County } vs

Superior Court of Chicago
May Term 1862

John P. Crozer

^{vs}
 William Wayman
 Sage Wayman and
 Sabella Cochran

In Chancery

Affidavit of the Non Residence
 of Sabella Cochran one of the defendants above
 named. Having been filed in the office of the Clerk of
 said Superior Court of Chicago. Notice is hereby given
 to the said Sabella Cochran that the Complainant
 filed his Bill of Complaint in said Court on the
 Chancery side thereof on the first Monday the day of February
 1862 and that a Summons thereupon issued out
 of said Court against said defendants returnable
 on the first Monday of March next 1862 as is
 by law required. And afterwards to wit: on the
 25th day of February, in the Year aforesaid. There
 issued out of said Court an alias Summons against
 said defendants returnable on the first Monday of
 May next 1862.

Now. Therefore unless you the said Sabella
 Cochran, shall personally be and appear before
 said Superior Court of Chicago of Cook County
 on the first day of the term thereof to be holden at
 Chicago on the first Monday of May 1862 and
 plead Answer or demurrer to the said Complainant's
 Bill of Complaint. The same and the matters and
 things therein charged and stated will be taken as

17

Confessed and a decree entered against You
According to the finding of said Bill
Thomas D Castro Clerk

Mark & Adam
Compt & Solr

fe 24. 47

This Certificate that a notice of which the annexed
printed slip is a true copy, was published for
Four successive weeks to wit; Twenty four times
in the daily editions of the Chicago Post a
newspaper published in the City of Chicago and of
general circulation throughout Cook County and
the State of Illinois, and that the date of the first
paper containing the same was the Twenty Seventh
Dayth day of February 1862 and that the date
of the last paper, containing the same was the
26th day of March A.D. 1862 and that we
have received Six Dollars for publishing the same
Dated at Chicago the 26th day of March
1862

J. W. Graham }
B. A. Eastman } Publisher
Arden Matteson }

Filed May 9th 1862

In the Superior Court of Chicago
John H. Cozger
10 Compl
William Wagoner et al
Deft

W

J D Centro Esqr
 Clk of Supr Court

Please prepare Transcript
 of Record in Cause as above entitled viz, Bill,
 Masters Report, embracing the Record of Judgment
 at Law in favor of Crozer vs Wraymore & Morgan
 referred to in Masters Report, Orders of Court in Case
 and final Decree, at your very early convenience,
 and so oblige
 Yours obt, Servt

Arthur W Widdett

Atty for William Wraymore

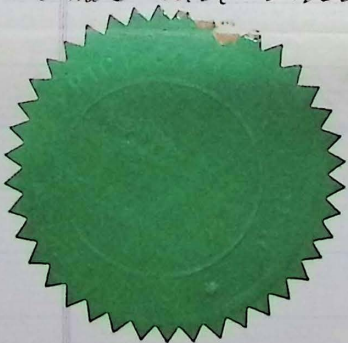
Filed April 4th 1863

State of Illinois
 County of Cook

I Thomas D Centro Clerk

of the Supreme Court of Chicago in and for said
 County and State do hereby Certify that the fore-
 going ^{mortgage referred to in the Bill of Complaint} is a true and correct
 copy of a ^{Complaint} filed in the Court of said
 County and State and the Publication Notice and Certificate
 of the publication; and a fee for the transcript;
 in a certain Case where John P Crozer was Complainant
 and William Wraymore and others were defendants

In testimony whereof I have hereunto
 set my hand and affixed the Seal of said
 Court this 2nd day of April A D 1863
 Thomas D Centro Clerk



36 227-
Wm. Hayman adl.

J. P. Crossin
adl. Reed

Filed Apr. 29 1867.
Leland
Clk.

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 Fifth day of May in the year of our Lord One Thousand Eight Hundred and Sixty Six and of the Independence of the United States of America the Eighty Sixth

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

Van M. Higgins }
Grant Goodrich } Judges.

Prosecuting Attorney.

Anthony C. Kering Sheriff of Cook County.

Attest, Thomas O. Castro Clerk.

Do it remembend that herefore to wit on the
Twentieth day of February in the Year of our Lord
One Thousand Eight Hundred and Sixty Two
There issued out of the office of the Clerk of the Superior
Court of Chicago the Peoples Writ of Summons which
Said Writ ask the Sheriff return thence in due time
in words and figures following to wit

State of Illinois
County of Cook
To the Sheriff of said County
The People of the State of Illinois
Greeting:
We Command You that you summon
William Wayman Jane Wayman & Sabella Cochran

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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 March
next to answer unto John P. Crozier in his
Certain Bill of Complaint filed in the said Court
on the Chancery Side thereof

And have You there and there this writ, with an
indorsement thereon, in what manner You shall have
executed the Same

Witness Thomas D. Carter Clerk of said
Court, and the Seal thereof at the
City of Chicago aforesaid the 14th
day of February A.D. 1862

(Seal)

Thomas D. Carter Clerk

Served this writ on the within named William Wrayman by
delivering a Copy thereof to him the 14th day of Feb 1862

Alvah Estlin Sheriff

By Alvah Estlin Deputy

Served this writ by delivering a Copy thereof to John Wrayman on the 21st
day of February 1862 the within named Defendant Dubella
Cochran not found in my County

Alvah Estlin Sheriff

By William Wrayman Deputy

And on the Same day said You aforesaid the Complainant by
Mark and John his solicitors filed herein his Certain Bill
of Complaint in words and figures following to wit:

3.
State of Illinois }
County of Cook }

To the Honorable the Judges
of the Superior Court of Chicago in Chancery
sitting;

Humbly complaining shew unto your
Honor your orator John P. Cropper of the
town of Chester in the County of Delaware and
State of Pennsylvania, that on or about the
twenty first day of January in the year of our
Lord one thousand Eight hundred and fifty eight
William Payman defendant herein together with
one Thomas Shergold became and was justly
indebted to your orator in the sum of Five
Thousand Dollars lawful money of the United States,
which said indebtedness was specified in and
secured to be paid by the certain bond or
obligation of the said William Payman and the
said Thomas Shergold bearing date the said twenty
first day of January A.D. 1858 in the penal sum
of Ten Thousand Dollars, conditioned for the
payments unto your orator his executors,
administrators and assigns of the sum of Five
thousand Dollars on the twenty first day of January
in the year of our Lord one thousand eight hundred
and sixty three with interest for the same to
be computed from the day of the date thereof at
the rate of ten per cent, per annum payable

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half yearly to wit: on the twenty first days of January, and July, in each and every year until the said principal sum should be fully paid; the said payment of both of principal and interest, to be made at such place in the City of Philadelphia in the State of Pennsylvania as the said John P. Crozier his executors administrators or assigns may in writing from time to time appoint, and in default of such appointments then at the office of said John P. Crozier in said City of Philadelphia.

Nevertheless with a proviso thereunder written whereby it was expressly agreed and fully understood, that if default should be made in the payments of any of the interest on the principal sum above mentioned, payable half yearly as aforesaid and any portion thereof should remain due and unpaid for the space of thirty days after the same should become due and payable according to the condition hereinbefore set forth then and in that case the principal sum above mentioned, together with all arrearages of interest should at the option of the said John P. Crozier, your orator, his executors, administrators or assigns thereupon become due and payable and might be immediately thereafter demanded, anything thereinbefore

2.

contained to the contrary notwithstanding.

5 And your orator further shews unto your Honor that for the better securing the payment of the said sum of money mentioned in the condition of the said bond, with interest thereon according to the true intent and meaning thereof, on the said twenty first day of January A.D. 1858 the said William Wayman and Jane Wayman his wife executed under their hands and seals and delivered to your orator a certain Indenture of Mortgage bearing date the day and year last aforesaid and thereby for the consideration also of one Dollar to them in hand paid the receipt whereof was by the said Indenture of Mortgage duly confessed and acknowledged, did grant bargain sell alien release convey and confirm unto the said John P. Crozier the party of the second part in the said Indenture and to his heirs and assigns forever, all those certain lots, pieces or parcels of land situate lying and being in the City of Chicago in the County of Cook and State of Illinois and known and described as being Lots Eight (8) and Nine (9) in the Canal Trusters Subdivision of Block Eleven (11) in the Original Town of Chicago butted and bounded as follows to wit commencing at the South East Corner of said Lot Eight (8) running thence North Eighty five

Q (85) feet thence West by a line drawn parallel to the South line of said Lots Eight (8) and Nine (9) across the width of said Lots to the West line of said Lot Nine (9) thence South along the said West line to the South West corner of said Lot Eight (8) being the place of beginning -

Also the one equal undivided half part of Sub Lot Three (3) of Lot one (1) in Block Eight (8) in the Canal Trustees Subdivision of said Lot one (1) in said Block Eight (8) in the Original Town of Chicago.

Also the one equal undivided half part of Sub Lot Eight (8) in Eggswells Subdivision of Lot No. one (1) in Block No. Forty Five (45) in the original Town of Chicago.

Also the one equal undivided half part of all ~~but~~ that part of Lot No. Four (4) in Block No. Forty Five (45) in the Original Town of Chicago bounded as follows; beginning on the West line of said Lot Four (4) at a point Forty feet North of the South West corner of said Lot, thence running North along the East line of the public alley to the North West corner of said Lot, thence running East along the North line of said Lot Seventeen (17) feet, thence South on a line parallel with the west line of said Lot to a point Forty (40) feet North of the South line of said Lot, thence running West on a line parallel with the South line of said Lot,

7 Seventeen feet (17) to the place of beginning -
 Together with all and singular the tenements,
 hereditaments and appurtenances therunto belonging
 or appertaining, and the reversion and reversions,
 remainder and remainders, rents, issues and profits
 thereof and all the Estate, right, title, interest,
 power and right of doer, property, possession,
 claim and demand whatsoever as well in law as
 in equity, of the said parties of the first part, to
 the said Indenture of, in and to the same and every
 parts thereof with the appurtenances, to have and
 to hold the above granted, bargained and described
 premises with the appurtenances unto the said party
 of the second part, his heirs and assigns forever,

Nevertheless with a proviso thereto annexed
 that if the said parties of the first part should
 well and truly pay or cause to be paid unto the
 said party of the second part, his executors,
 administrators or assigns the said principal sum
 of money mentioned in the condition of the bond
 hereinbefore set forth and the interest thereon
 at the time and times respectively and in the manner
 mentioned in the condition of said bond according
 to the true intent and meaning thereof, and should
 promptly and faithfully fulfill and perform all the
 covenants and agreements in the said Indenture
 hereafter mentioned, that then and from thenceforth
 the said Indenture and the Estate thereby granted

8 should cease, determine and be utterly null and void, anything thereinbefore contained to the contrary notwithstanding, — as in and by the said Indenture of Mortgage duly made and executed by the said William Wayman and Jane Wayman his wife under their hands and seals and by them duly acknowledged, delivered and recorded and now in the possession of your orator ready here in Court to be shown reference being thereunto had, will more fully and at large appear.

And your orator further shews unto your Honor, that default was made in the payments of that instalment of interest which became due on the twenty first day of January A.D. 1861 and also in the payments of that instalment of interest which became due on the twenty first day of July A.D. 1861 and also in the payments of that instalment of interest, which became due on the twenty first day of January A.D. 1862 and that on that date there was due on the said twenty first day of January A.D. 1862 and unpaid the sum of Five Thousand seven hundred and fifty Dollars (\$5750) and that the said amount still remains due and unpaid on the said Bond and Indenture of Mortgage.

And your Orator further shews unto your Honor, that by means of the default in the payments of the said instalments of interest the said Indenture of Mortgage[#] has become absolute in your orators

And the said bond have become forfeited at law and the Estate created and granted by the said indenture of Mortgage is now forfeited to the said Court Clerk

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subject only to the equity of redemption in this Honorable Court.

And your Orator further shows unto your Honor, that he has caused examination to be made of the records of the County of Cook where said Mortgaged Premises are situated from which said examination it appears and your orator charges the fact that one Sabella Cochrane has or claims to have some rights and interest in the premises described in the said Indenture of Mortgage or in some part or parts thereof as subsequent purchase or incumbrance or otherwise

In consideration whereof and for that your orator is ~~in~~ remedied by the third rule of the Common Law and relievable only in a Court of equity where matters of this nature are properly cognizable: to the end therefore, that the said Defendants may respectively full true direct, and perfect answers make upon their respective corporal oaths, according to the best of their respective knowledge, information and belief to all and singular the charges and matter aforesaid or as fully and on every respect as if the same were here again repeated and they thereunto particularly interrogated and that the said defendants may come to a fair and just account touching the amount due to your orator upon the said Bond and Indenture of Mortgage hereinbefore

+ McCarty claim

mentioned and set forth and that they or some of them be deemed to pay, forthwith to your orators the amounts which shall be found due to him therein and the interests thereon together with your orators reasonable costs and charges in their behalf sustained - And, in default, thereof, that the said Defendants herein named and each of them ^{And all persons claiming or to claim from or under them} or either of them may be foreclosed and barred of and from all Equity of redemption and claim of in and to said mortgaged premises with the appurtenances and that all and singular the said mortgaged premises, with the appurtenances, may be sold by the order and decree and under the direction of your Honor and the moneys arising from the sale thereof, so far forth as may be necessary, or as far as the same shall extend be applied towards satisfying to your orator the full amount of the moneys so as aforesaid received in and by the said Bonds and Adventure of Mortgage, both principal and interest together with your orators reasonable costs and charges and that the said Defendant and all persons claiming or to claim under them or either of them or who have come into possession of the said mortgaged premises or any part or portions thereof, deliver and yield up possession thereof, to your orator or to whomsoever shall become the purchaser or purchasers thereof at the said sale or that your

11. orator may have such other or such further relief in the premises as shall be agreeable to Equity and good Conscience.

May it please your Honor to grant unto your orator the Peoples writ of Subpoena issuing out of and under the Seal of this Honorable Court to be directed to the said Defendants William Wayman and Lane Wayman his wife and the said Sabella Cochran therein and thereby commanding them and each of them on a certain day and under a certain penalty to be therein inserted that they personally be and appear before your Honor in this Honorable Court; and then and there to answer all and singular the premises aforesaid and to stand to perform and abide such order or decree therein as to your Orator shall seem meet.

And your Orator shall ever pray.

Stark & Sham
Compts Solicitor.

And afterwards to wit on the Twelfth day of May in the Year aforesaid Said day being one of the days of the May Term of said Superior Court of Chicago the following being the proceedings now had in said Court and entered of record to wit

12

John P Crozer

vs

Bill to Foreclose a Mortgage

William Raymond

Jane Raymond and Isabella Cochran

This day Comes
 Said Complaint by Stark and Shaw his Executors
 and it appearing to the Court that Said Isabella Cochran
 one of the defendants in above entitled Cause has been
 duly served with notice of the pendency of this Suit by
 publication of notice in the Chicago Post for four successive
 weeks in conformity with the Statute in such case made
 and provided, as appears by a Certificate of publication
 filed herein, and it further appearing to the Court
 that Said William Raymond and Jane Raymond his wife
 have been each duly served personally with process of
 summons issued in said Cause. On motion, it is ordered
 that each of the defendants in above entitled Cause plead
 Answer or Demur to the Bill of Complaint in said Cause
 instantaneously, and no plea, Answer or Demur or this defence
 being interposed by said defendants or either of them, and
 being personally, solemnly called in open Court and not
 appearing, it is ordered that default of each of said defend-
 ants be and is hereby taken and entered of record, and
 that the Bill of Complaint be taken as confessed by and
 against said defendants and each of them for want of this
 Answer, and it is further ordered that the Cause be referred
 to Mark Skinner a Special Commissioner to take proper account
 and report amount due on Mortgage Note mentioned in Bill of Com-
 plaint

13.

And afterwards to wit on the Twenty Second day of May in the Year aforesaid. Mark Skinner Special Commissioner. filed his report herein in words and figures following to wit

State of Illinois
County of Cook }
John P. Crozier

Superior Court of Chicago

William Grayman and Jane
Grayman and Isabella Cochran }

Pursuant to an order made in the above entitled Cause in the Superior Court of Chicago, on the twelfth day of May in the Year of our Lord One thousand eight hundred and Eighty two, wherein and whereby among other things it was referred to me as a Special Commissioner in Charge of the Said Court to compute the Amount due on the Bond and Mortgage mentioned in the Bill of Complaint in the Said Cause

I, Mark Skinner, the Said Special Commissioner of the Said Court do hereby report, that on the fifteenth day of May in the Year aforesaid I was attended by Edward J. Wham Solicitor for the Complainant in the Said Cause who produced to me the mortgage and Bond mentioned as aforesaid, and the interest Coupons for the interest due on the Said Bond, That I have examined

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the Said Bill, Bond and Mortgage and the Coupon Notes
 Attached to the Said Bond, which Bond is filed in the
 Circuit Court of Cook County, and is a part of the records
 of the Said Court in a Suit in which judgment was re-
 -corded by the Said John P. Conger against the Said William
 Warran and Thomas Shugold at the January Term of
 Said Court A.D. 1862, and do find that at the time
 of the filing of the Said Bill the Said Principal Sum
 of Five Thousand Dollars was wholly due and unpaid;
 that the interest thereon at the rate of two per Cent
 per Annum has been paid up to the Twenty-first day of
 July in the Year of our Lord one Thousand Eight Hundred
 and Eighty, and that the interest at the rate aforesaid
 from the last mentioned date to the date of this report,
 being one Year two Months and one day, amounts to the Sum
 of \$48⁰⁰ Nine Hundred Eighty Dollars and five Cents,
 which added to the Principal Sum above mentioned makes the
 \$5480⁰⁰ Sum of five thousand four hundred eighty Dollars and five Cents
 due to the Complainant for the Principal and interest due on
 the Said Bond to the date hereof for which last mentioned Sum
 a decree should be entered, All which is respectfully
 Submitted

Wm R. Skinner

Chicago May 22 1862

And afterwards I sat on the Same day and Year aforesaid
 Said day being one of the days of the May Term of Said Court
 the following Among the proceedings were had in Said Court
 and entered of record to wit.

John T. Crozer

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^{3.}
William Wayman
Jane Wayman his wife
andabella Cochran

Decree of Foreclosure
vs sale

This cause having this day been brought on to be heard upon the Bill of Complaint, filed therein taken as confessed by all the Defendants and upon the Report of Mark Skinner as special Commissioner in Chancery of this Court, which report bears date this day and was made in pursuance of an order of this Court heretofore made in this cause referring it to the said Special Commissioner to compute the amounts due and unpaid to the Complainants on the bond and Mortgage mentioned and set forth in said Bill of Complaint, on reading and filing said report from which it appears that there was due to said Complainants at the date of said Report for principal and interest the sum of Five Thousand Nine hundred eighteen Dollars and five Cents,

And on motion of Edward S. Sharn one of the Solicitors and of Counsel for the Complainants it is ordered adjudged and decreed and this Court by virtue of the Authority therein vested hath order adjudge and decree that the said Report, and all things therein contained do stand ratified and confirmed.

And it is further ordered adjudged and decreed that the said William Wayman defendants pay to the said

Complainant the said sum of Five Thousand nine hundred eighteen Dollars and five cents with interest to the date of payment and the costs of this proceeding within five days from the date of the entry of this decree, without further notice, and that in the event of his failure so to do within the said five days that 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 Complainant for the amount so reported due and interest and costs and which may be sold separately and without material injury to the parties interested, be sold at public auction by or under the direction of said special Commissioner, that the said sale be made in the County where the said Mortgaged premises are situated that the said Commissioners give public notice of the time and place of said sale in some newspaper published in the County of Cook for twenty (20) days before the day of said sale and that the Complainant or any of the parties to this cause may become the purchaser; that the said Commissioner execute to the purchaser or purchasers a certificate or certificates of purchase which shall entitle such purchaser or purchasers or her or their Assignee or assignees to a deed of said premises if the same be not redeemed within the time prescribed by law and that the said

17.

Commissioner out of the proceeds of said Sale retain his fees disbursements and Commissions on said sale and pay to the Clerk of this Court the costs of this proceeding and also pay to the Complainant, or his Solicitors out of such proceeds the amount so reported due as aforesaid together with legal interest thereon from the date of said report or so much thereof as the purchase money of the mortgaged premises will pay of the same and that the Commissioner take receipts of the amount so paid and file the same with his report and that he bring the surplus money 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 defendant and all persons claiming and to claim from or under them and all persons having a lien subsequent to such Mortgage by judgment or decree upon the land 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 claims of in and to the said Mortgaged premises herein after described and every part and parcel thereof from and after the expiration of fifteen months from the date of said Sale, unless said premises shall be

178 Conty
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And that at the expiration of the said fifteen months, unless said premises shall have been sooner redeemed according to law, said Commissioner or his successor in office execute and deliver to the purchaser ^{at} said sale or his assignee or assignees a deed of said premises sold.

And it is further ordered that the purchaser or purchasers at said sale or his or their assignee or assignees to whom said deed shall be executed and delivered upon the execution and delivery of such deed be let into the possession of said mortgaged premises or so much thereof as shall be included in said deed and that any of the parties to this suit who may be in possession of said premises and any 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 said Commissioners deed for such premises and a certificate copy of the order confirming the report of such sale. The description of the premises and property authorized to be sold under and by virtue of this Decree so far as the same can be ascertained from the said Mortgage and the bill of Complaint in the cause is as follows viz:

All those certain lots pieces or parcels of land situated in the City of Chicago in the County of Cook and State of Illinois, known and described as being Lots eight (8) and nine (9) in the Canal Trusters subdivision of Block eleven (11) in the

original Town of Chicago butted and bounded as follows to wit, commencing at the South East Corner of said Lot eight (8) running thence North eighty five (85) feet, thence West by a line drawn parallel to the South line of said Lots eight (8) and nine (9) across the width of said Lots to the West line of said Lot Nine (9) thence South along the said West line to the South West Corner of said Lot Eight (8) being the place of beginning,

Also the one equal undivided half part of Sublot Three (3) of Lot one (1) in Block eight (8) in the Canal Trustees Subdivisions of said Lot one (1) in said Block eight (8) in the original Town of Chicago

Also the equal undivided half part of all that part of Lot four (4) in Block N. forty five (45) in the original Town of Chicago bounded as follows, beginning on the west line of said Lot, four (4) at a point forty feet, North of the South West Corner of said Lot, thence running North along the East line of the public alley to the North West corner of said Lot; thence running East along the North line of said Lot seventeen (17) feet, thence South on a line parallel with the West line of said Lot to a point forty (40) feet North of the South line of said Lot thence running west on a line parallel with the South line of said Lot seventeen (17) feet to the

place of Beginning

Also the one equal undivided half part of Sublot
eight (8) in Cogswells Subdivision of Lot No one
(1) in Block No. forty five (45) in the original
Town of Chicago.

And afterwards, on the First day of September
the Special Commissioner, Mon R. Munn Esq. - who was
appointed by said Court, to make sale of the property
mentioned in the foregoing decree - made his report, in
words and figures following, to wit

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Superior Court of Chicago
John P. Crazer

21 William Wayman, Jane Wayman } Bill to
his wife and Sabella Cochran } Foreclose a
Mortgage

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

In pursuance and by
virtue of a decretal order of this Court, made in
the above Cause on the twenty second day of May,
A.D. 1862, wherein after reciting in effect as
follows to wit: "This Cause having this day been
brought on to be heard upon the Bill of Complaint
filed therein, taken as confessed by all the Defendants
and upon the Report of Mark Skinner, a Special
Commissioner in Chancery of this Court, which
report bears date 'the twenty second day of May,
A.D. 1862' and was made in pursuance of an order
of this Court heretofore made in this Cause referring
it to the said Special Commissioner to compute
the amount due and unpaid to the Complainant,
on the bond and mortgage mentioned and
set forth in said Bill of Complaint, on reading
and filing said report, from which it appears
that there was due to said Complainant at the
date of said report, for principal and interest
the sum of Five Thousand nine hundred eighteen

dollars and five cents (\$5,918⁰⁵) and on motion of Edward S. Isham one of the Solicitors and of Counsel for the Complainant, it was among other things ordered adjudged and decreed in effect that the said defendant William Wayman pay to the said Complainant the said sum of five thousand nine hundred eighteen dollars and five cents with interest to the date of payment, and the costs of this proceeding within five days from the date of the entry of this decree without further notice, and that in the event of his failure so to do, that the premises mentioned and described in said Bill of Complaint in this cause or so much thereof as may be sufficient to raise the amount due to the Complainant, for the amount so reported due and interest and costs and which may be sold separately and without material injury to the parties interested, be sold at public auction by or under the direction of said Special Commissioner. That the said sale be made in the County where the said mortgaged premises are situated, that the said Commissioner give public notice of the time and place of said sale, in some newspaper published in the County of Cook for twenty (20) days before the day of said sale and that the Complainant or any of the parties to this cause may become the purchaser, that

the said Commissioner execute to the purchaser or purchasers a certificate or certification of purchase which shall entitle such purchaser or purchasers ~~or~~ or his or their assignee or assignees to a deed of said premises if the same be not redeemed, within the time prescribed by law, and that the said Commissioner out of the proceeds of said sale retain his fees, disbursements, and commissions on said sale, and pay to the Clerk of this Court the costs of this proceeding and also pay to the Complainant or his solicitor out of such proceeds the amount so reported due as aforesaid, together with legal interest thereon from the date of said report, or so much thereof, as the purchase money of the mortgaged premises will pay of the same, and that the Commissioner take receipts of the amount so paid, and file the same with his report, and that he bring the surplus moneys if any there be into Court without delay to abide the further order of this Court.

I, the said Mark Skinner as such Special Commissioner in Chancery, as aforesaid do respectfully certify and report that the time within which the said defendant, William Wayman was required by said decretal order to pay to said Complainant said sum of money having fully elapsed, and the said defendant,

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having failed to pay the same or any part, thereof, I did on the Thirty first day of May, A.D. 1862 give public notice, by advertisement, in the daily edition of the Chicago Evening Journal, a daily newspaper of general circulation published in the City of Chicago and County of Cook, that I would on Wednesday the sixteenth day of July, A.D. 1862 at ten o'clock in the forenoon of that day, sell at public auction to the highest bidder for cash, at the North door of the Court House in the City of Chicago in the County of Cook and State of Illinois all of said mortgaged premises mentioned in the bill of Complaint in this cause, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or so much thereof as might be necessary to satisfy the amount due the Complainant, under said decree with the interest thereon and the costs of suit and the Commissioners fees, commissions and disbursements of said sale; that said notice specified the names of the Complainant, and defendants to said suit and also the time and place of such sale and described said premises as in said decretal order described and was first published on the thirty first day of May, A.D. 1862 and continued to be published in said paper daily for twenty (20) days and

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more before the day named in said notice for said sale and I further certify that on the said sixteenth day of July I proceeded to the north door of the Court House in Chicago, at ten o'clock in the forenoon where and when by the consent of parties the said sale was postponed until the thirtieth day of July AD 1862 at the same place at ten o'clock in the forenoon of said day of which postponements due notice was given by advertisements in the said Chicago Evening Journal daily until said thirtieth day of July and on the said thirtieth day of July I again proceeded to the north door of the Court House in Chicago at ten o'clock in the forenoon where and when by the consent of parties the said sale was again postponed to take place on the thirteenth day of August AD 1862 at the same place and hour, and that notices of said postponements were duly published and continued to be published in the daily edition of the Chicago Evening Journal until the said thirteenth day of August AD 1862. And I further report that on said thirteenth day of August AD 1862 at the hour of ten o'clock in the forenoon of said day I attended at the North Door of the Court House in said City of Chicago and in pursuance of said notice offered at public auction to the highest bidder for Cash, offering said premises ^{premises} said premises in separate parcels, to wit: I first offered that part of lot eight (8) in the

T. B. Clark
Clerk

Canal Trustees Subdivision of block eleven in the Original Town of Chicago in the County of Cook and State of Illinois, which is contained in the following described premises, to wit: That certain tract or parcel of land butted and bounded as follows to wit: Commencing at the South east corner of lot eight (8) running thence North eighty five (85) feet thence west by a line drawn parallel to the South line of said lots eight (8) and nine (9) across the width of said lots to the west line of said lot nine (9) thence South along the said West line to the South west corner of said lot nine (9) thence East to the place of beginning, and there being no bidder I then offered that part of lot nine (9) contained in said above described tract and there being no bidder I then offered said portions of said lots eight (8) and nine (9) so described as aforesaid as a whole and John P. Croger the Complainant in said suit having bid at such sale the sum of eight hundred dollars for the same with the appurtenances and that being the highest and best bid offered at said sale for the same and the said John P. Croger being the highest and best bidder therefore both of said parts of said lots eight (8) and nine (9) with their appurtenances were then and there by me fairly struck off, knocked down and sold to the said

27.

John P. Croger for the sum of eight hundred dollars and I do hereby certify that at the same place and hour I also offered at public auction the one equal undivided half part of Sub lot three (3) of lot one (1) in Block eight (8), in the Canal Trustees Subdivision of said lot one (1) in said Block eight (8) in the Original Town of Chicago in the County and State aforesaid and the said John P. Croger having bid at such sale the sum of twelve hundred dollars for the same and that being the highest and best bid, offered at said sale for the same and the said John P. Croger being the highest and best bidder therefor said premises with the appurtenances were then and there by me fairly struck off, knocked down and sold to the said John P. Croger for the said sum of twelve hundred dollars, and I further report that the balance of the premises mentioned in said mortgage and notice were then duly offered for sale by me in due form and no bidders appearing & no bid offered for the same they were not sold, because no bid could be obtained from any person for the same.

And I further certify and report that I have executed, acknowledged and delivered to said purchaser the usual Master's certificate of purchase of said premises and have caused a duplicate of said certificate signed by me as

special Master in Chancery, to be filed for record in the office of the Recorder of said County of Cook and that the premises so sold were described in said decretal order and in the certificate so executed by me as aforesaid as follows: to wit all those certain lots pieces or parcels of land situated in the City of Chicago, County of Cook and State of Illinois known and described as being those parts of lots eight (8) and nine (9) in the Canal Trusts Subdivision of block eleven (11) in the Original Town of Chicago which are bounded as follows, to wit: Commencing at the south east corner of said lot eight (8) running thence north eighty five (85) feet, thence west by a line drawn parallel to the south line of said lots eight (8) and nine (9) across the width of said lots to the west line of said lot nine (9) thence south along the said west line to the south west corner of said lot nine (9) thence east to the place of beginning, also, the one equal undivided half part of Sub lot three (3) of lot one (1) in block eight (8) in the Canal Trusts Subdivision of said lot one (1) in said block eight (8) in the Original Town of Chicago.

And I further certify and report that I have applied or disposed of the proceeds of

24.

of said sale as follows viz: I have paid to the Clerk of this Court the sum of seventeen dollars and thirty five cents, that being the amount of costs taxed in this cause and have taken his receipt therefor, which is hereto annexed; and have retained in my hands the sum of ninety two _____ dollars being the amount of my fees, Commissions and disbursements on said sale the items of which appear in Schedule "A" hereto annexed and made a part of this report, and have paid to the Solicitor for the Complainant the sum of one thousand eight hundred and ninety ⁶⁵/₁₀₀ dollars the same being the balance of the proceeds of said sale, after deducting the costs taxed in said suit — and my fees, Commissions and disbursements on said sale and have taken his receipt therefor which is hereto annexed, leaving a balance still due to the Complainant under said decree which the proceeds of said sale were insufficient to pay.

And I do further certify and report that said Schedule "A" hereto annexed and made a part of this report also contains a statement and accounts of the amount due to the Complainant under said decree, the time from which the interest upon the same has been computed and the rate per centum per annum thereof, also

the items of Costs taxed in this cause as
furnished ^{me} by the Clerk of this Court and
to which for greater certainty I refer.

All which is respectfully submitted

Mark Skinner

Special Counsel

778 Carter from

~~And on the same day said John Skinner said
being one of the group of the September Term
of said Court the following among the proceedings
was had in said Court and entered of record to wit~~

Received at Chicago, Illinois August 13th 1862 of Mark
Skinner Seventeen dollars & thirty five Cents the taxable
Costs in this Cause, it being for Judge's fee, clerk's fee, publications
notice, and Sheriff's fee (duplicate unto Clerk's Costs) except
grain & mill Atty

Thomas D Carter clerk

Chicago Ill August 13 1862

Received of Mark Skinner Special Master in Chancery
Eighteen Hundred Ninety and 25/100 (\$1890²⁵) Dollars it
being the net proceeds of the within mentioned sale, said
Amount is received by sale to me of the said premises

John P Crozer

for Mark & Thomas D

21,

Schedule "A" referred to in report
Costs taxed in said list

Clerk's fee	7.15
Judge's fee	3
Sheriff's fee	1.20
Printer's fee (publication for nonresidents)	6
Amount of taxable costs	17.35

Master's Fees Commissions & disbursements

Report - of amount due on reference	5.00
Report of Sale	5
Certificate of purchase	5
Advertising notice of Master's Sale	42
Recorder's fee for recording duplicate Certificate	2.00
Commissions on Sale at three per Cent on \$200	
dollars and 1/2 per Cent on the balance	33.00
Amount of Commissions & disbursements	92.00
Principal Sum due Complainant (under decree)	\$5,918.05
Interest thereon to August 13 th	80.88
Amount due August 13 th	\$5,998.93
Entire proceeds of Sale	\$2000.
deduct for Master's fee and disbursements	\$92.00
Costs taxed	17.35
Amount paid Compt. Solicitors	\$1890.65

August 13th 1862 Amt due Complainant \$1108.28

Masters Sale. State of Illinois }
 County of Cook }
 Superior Court of Chicago - In Chancery

John P. Cozger vs William Wraymond, Jane Wraymond
 his wife and Isabella Cochran

Public notice is
 hereby given that in pursuance of a decretal order
 entered in the above entitled Cause, on the 22nd day
 of May A D 1862, J. M. Carr, Remior as Special
 Master in Chancery, Appointed for such purpose duly
 Appointed by the Superior Court of Chicago, will, on
 Wednesday the fifteenth day of July A D 1862 at
 ten o'clock in the forenoon of that day, sell at
 public Auction, to the highest bidder, for Cash, at the
 North door of the Court House in the City of Chicago, in the County
 of Cook and State of Illinois, All the Contained lots,
 pieces or parcels of land, Situated in the City of Chicago
 County of Cook and State of Illinois, known and
 described, as being, lot eight (8) and nine (9) in the
 Canal Tracts of Block eleven (11) in the original
 Town of Chicago, bounded and bounded as follows, to wit
 Commencing at the South East Corner of Said lot eight
 (8) running thence North eighty five (85) feet, thence west
 by a line drawn parallel to the South line of said lot
 eight (8) and nine (9) across the middle of said lots to
 the West line of said lot nine (9), thence South along the
 said West line to the South West Corner of said lot eight

33.

(8) being the place of beginning

Also the one equal undivided half part of Sub lot three (3) of lot one (1) in block eight (8) in the Canal Trustee Subdivision of said lot one (1) in said block (8) eight in the Original Town of Chicago

Also the equal undivided half part of all that part of lot number four (4) in block number forty five (45) in the Original Town of Chicago bounded as follows: Beginning at the West line of said lot four (4) at a point forty (40) feet north of the South West Corner of said lot, thence running north along the West line of the Public Alley to the North West Corner of said lot, thence running east along the North line of said lot Seventeen (17) feet, thence South on a line parallel with the West line of said lot to a point forty (40) feet north of the South line of said lot, thence running west on a line parallel with the South line of said lot Seventeen (17) feet to the place of beginning

Also, the one equal undivided half part of Sub lot eight (8) in Ogden's Subdivision of lot number one (1) in block number forty five (45) in the Original Town of Chicago, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or so much of said premises as may be necessary to satisfy the amount due the Complainant under the said decree, with interest thereon and the Costs of said

Mark Skinner Special Master
Mark and Whinn Solicitors
May 31 1862

May 31 dtd

By the Consent of parties the above Sale is postponed
and will take place on the 30th day of July A D 1862
at the same place at two O'clock in the forenoon

July 16 1862

Mark Quinn Special Master

July 16, 1862

By the Consent of parties the above Sale is postponed and
will take place on the 13th day of August A D 1862
at the same place at two O'clock in the forenoon

July 30 1862

Mark Quinn Special Master

July 30 d to

And on the same day and upon a former
said day being one of the days of the September
Term of said Court the following among other
proceedings was had in said Court and entered of
record. To wit:—

John P. Cogger

v.

William Wayman et al.

Decree

Confirmation of Sale.

35-

This day came Stark & Boham Solicitors for said Complainant, and file the Report of Sale of the Special Commissioner Mark Skinner heretofore appointed under the Decree in this cause to make sale of the premises described therein and decreed to be sold thereby and on their motion and no objection being made it is ordered, that the Report of said Special Commissioner be approved, and the sale made by him in pursuance of said Decree be and, is hereby ratified and confirmed.

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State of Illinois
County of Cook

I Thomas B Carter Clerk
of the Superior Court within and for the County
and State aforesaid do hereby Certify that the
foregoing is a full true and Complete Copy of
the Summons issued Bill of Complaint filed the orders
of Court ^{and decrees} entered of record, and the Masters Reports
and exhibits filed ^{being the complete record of proceedings} with order of Confirmation thereof
in a Certain Case, in which John P Crozer was
Complainant and William Wayman, John Wayman
and Isabella Cushman were Defendants in said Court

In testimony whereof I have
hereunto set my hand and affixed
the Seal of said Court, at Chicago
aforesaid this 24th day of
March A D 1863

Thomas B Carter
Clerk



In the Supreme Court of the State
Of Illinois. Third Grand Division
April Term A.D. 1843.

William Mayman
Jane Mayman
Isabella Corbison

Complainants in Error. }

^{vs}
John P. Crozier

Respondent in Error }

37.

And now come the writ complainants
in Error of Arthur W. Windett their
Solicitor, and say, that in the
Record of Judgment and Proceedings
in the Court below there is great and
manifest Error in this, to wit:

First. The Master received, and acted
upon illegal and improper evidence
in making his Report as to the amount
due on said mortgage Debt and the
interest which had accrued thereon,
in allowing and computing interest
on said Debt & the duty of the doct^r of his
Report at the rate of ten per cent per
annuum: when said debt & it appears
from said Report only bore interest at the
rate of six per cent per annum from

38.
29.

The worthy January 1842. And because
of its Decree, the Court below allowed
and gave judgment for said
principal debt. and interest
thereon to the date of the Decree of
the Court of Appeals. And for arrears
where as it appeared from the Record
before said Court, and from the
Mortgage Report in said case, that
from the Month of January A.D. 1842
the principal Debt having been
merged in the judgment of the Cook
County Circuit Court, the same
gave only one and six per cent
interest and not ten per cent
as erroneously decreed by said
Court below.

Second. Because, the Court rendered a decree of
Foreclosure against the said Jane
Mayman, and Isabella Cochrane
without due legal service of process on
them, or either of them, as required by law.

Third. Because the Decree required pay-
ment of \$4 Fine Mould and time men-
ded and eighteen Dollars and five cents in
five days from its date, being an unreason-
ably short time. and oppressive to defendants.

Fourth In making said Decree of

29.

Forfeiture in forming Complaint
and below against defendants below.
And ^{because} manifest their respects
said Decree is inequitable, illegal,
and unjust; Wherefore the said
Complainants in Error pray that
said Decree may be reversed
and set aside, and that
justice may be done to them
in the premises.

Attorney W. W. Widdett
Solicitor and Counselor for
Complainants in Error.

April 14. 1863.

John P. Crozer	} In Error -
Respondent in Error	
at	
William Wayman	
Saml Wayman	
Isabella Cochran	} Complainants in Error

And now comes the said Respondent by E. P. Scham
his Solicitor and says there is no error in the said
Decree or in the just render thereon -

E. P. Scham
Sol. for Respondent.

April 16. 1863 -

36 Sup. Court.

227

Wayman Ave

4

Crozier.

Filed April 23-1863

L. Ireland

Clerk

11

Arthur W. Vincent

40.

\$5998.93

41890.65

4108.28