

Exemption Laws so called and the said Mary E. Seaway and Juliet M. Seaway wives of the said Thomas B. Seaway and Henry M. Seaway respectively having been by me examined separately and apart and out of the hearing of their said husbands respectively and the contents and meaning of the said Trust Deed having been by me made known and fully explained to them respectively together with all their rights and privileges under the Homestead Exemption Laws so called of the State of Illinois acknowledged that they had freely and voluntarily executed the same and relinquished their dower and all right title and interest to the lands, and tenements thereon mentioned, and expressly waived and released all right claim benefit privilege advantage and execution under any and all Homestead Exemption Laws so called without compulsion of their said husbands, and that they did not wish to retract the same.

Notarial Seal

Given under my hand and Notarial Seal this Eleventh day of April in the year of our Lord One thousand Eight hundred and sixty Eight
 Geo. A. Duggall
 Notary Public

State of Illinois }
 Cook County }
 No. 165076 Filed April 11th A.D. 1868 & recorded in Book 1133 of Deeds at page 594
 Wm. L. Church
 Recorded
 No. 700 Re filed Oct. 30th 1871
 Norman J. Gassette
 Recorded

Copy

Geo. Hairston et al to John G. Rogers

U.S. Revenue Stamp \$10.

This Indenture Made this fifteenth (15th) day of August in the year One thousand Eight hundred and seventy one, Between George Hairston (Bachelor) and Nicholas E. Hairston & Maggie (his wife) of Crawfordville in the State of Mississippi party of the first part and John G. Rogers of Chicago in the County of Cook and State of Illinois party of the second part Witnesseth Whereas said George Hairston & Nicholas E. Hairston have made on certain promissory note bearing date the 15th day of August 1871 payable to the order of Horace C. Gillette for Ten Thousand (\$10000) in three years from the date thereof with interest on the same from its date at the rate of ten (10) per centum per annum payable annually. Now therefore said party of the first part in consideration of the promise and of One dollar in hand paid, by said party of the second part, the receipt whereof is hereby confessed, do hereby grant bargain, sell and convey unto said party of the second part his heirs, assigns or successors in trust forever, all the premises situated in the County of Cook and State of Illinois and described as follows to wit: All that part of the East quarter (E 1/4) of the West half

(Wth) after South East quarter (S. E. 1/4) of Section Eleven (11) Town-
 ship Thirty Nine (39) North Range thirteen (13) East of the third
 (3rd) principal Meridian lying North of the road known as
 Pennsylvania Avenue or the continuation of West Lake Street,
 To Have and to hold the same with all ^{and} singular ^{and} the privileges ^{and}
 hereditaments therunto belonging unto said party of the second
 part his heirs assigns or successors in Trust forever, In Trust
 nevertheless that in case of default in payment of said promissio-
 nary Note or interest or either or any part thereof or in case of a
 breach of any of the agreements herein mentioned then on the
 application of the legal Holder of said Note it shall be lawful
 for said party of the second part his heirs, assigns or suc-
 cessors in trust to enter into ^{and} upon the premises hereby grant-
 ed or any part thereof, ^{and} to receive all rents issues and profits
 thereof ^{and} to sell ^{and} dispose of said premises or any part there-
 of either in mass or separate parcels, as said second party, his
 heirs assigns or successors may prefer at Public Auction at the
 North Door of the Court House in the City of Chicago in the State of
 Illinois for the highest and best price the same will bring in cash
 (30) days notice of such sale having first been given in one of the
 Newspapers published in said City of Chicago to adjourn such
 sale from time to time, ^{and} for such time as may be thought expedient
^{and} to make ^{and} deliver to the purchaser or purchasers at such sale
 good ^{and} sufficient deed or deeds of conveyance for the premises
 sold; which deed or deeds shall be in all cases prima facie evidence
 of the truth of the recitals therein, ^{and} that such sale was in all respects
 according to the requirements of this deed, ^{and} out of the proceeds of
 such sale after first paying all costs of advertising ^{and} sales
 commission, ^{and} all other expenses of this trust ^{and} all moneys
 advanced for taxes or other liens ^{and} assessments with the interest
 thereon to pay the principal ^{and} interest due on said Note accord-
 ing to the tenor or effect thereof rendering the overplus (if any) unto
 said party of the first part their legal representatives or assigns
 on reasonable request ^{and} it shall not be obligatory upon the
 purchaser or purchasers at any such sale to see to the application
 of the purchase money; which sale or sales so made shall be a
 perpetual bar both in Law ^{and} equity against said party of the
 first part their heirs ^{and} assigns ^{and} all other persons claiming said
 premises or any part thereof by through or under said party of the
 first part or any of them, And the said party of the first part for them-
 selves their heirs executors ^{and} administrators covenant ^{and} agree to
^{and} with said party of the second part his heirs, assigns or succe-
 ssors in trust that at the time of the delivery of these presents
 they are well seized of said premises, ^{and} have full right power ^{and}
 authority to grant bargain ^{and} sell the same as aforesaid, that the
 same are free from all incumbrances whatsoever (unless hereinafter
 specified); that they ^{and} each of them ^{and} their heirs executors ^{and}
 administrators the same shall ever warrant ^{and} defend against the
 lawful claims of all persons, that the party of the first part will pay, or cause to be
 paid the said indebtedness when due ^{and} pay able, ^{and} until said indebtedness is fully paid on
 said premises are sold by virtue hereof will in like manner pay all taxes ^{and} assessments
 thereon when due ^{and} pay able.

And that they will cause any buildings upon said premises to be insured in some safe Insurance Company for the insurable value thereof and upon request of said second party or the legal holder of any of said indebtedness assign the policy or policies of such insurance to the said party of the second part, his heirs, assigns, or successors in trust as collateral bonds and that the same so insured and the policies assigned as aforesaid provided however that such insurance shall not be required for a greater sum than the amount of said indebtedness then unpaid. On full payment of said indebtedness no conveyance to be made at the cost of said party of the first part. And it is stipulated and agreed that in case of default in the payment of said promissory note or interest as aforesaid or of a breach in any of the covenants or agreements herein mentioned the whole of said principal of said promissory note and the interest to the time of sale shall at the option of the legal holder of said note become due and pay able and the said premises may be sold as if the said indebtedness had matured. And further that in case of the death, resignation, removal from the said County of Cook or other inability to act of said party of the second then Gwynn Gurnett of said County shall be and hereby is appointed and made successor in trust herein with like power authority as is hereby vested in said party of the second part. And said party of the first part hereby expressly waives and releases all right title and interest whatsoever in and to the above described premises and each and every part thereof which is given by any and all laws of the State of Illinois pertaining to the Exemption of Homesteads from sale on Execution or otherwise. In Witness Whereof the said party of the first part have hereunto set their hands and seals the day and year first above written

Geo Hairston Seal
 N. E. Hairston Seal
 N. Hairston Seal

State of Mississippi }
 Lardner County } S.S.: Personally appeared before me J. K. Harmon a Justice of the Peace of said County of Lardner the within named George Hairston, Nicholas E. Hairston and Kizzie Hairston his wife who acknowledged that they signed sealed and delivered the foregoing Trust Deed on the day and year therein mentioned as their act and deed. And the said Kizzie Hairston wife of said Nicholas E. Hairston having been privately examined by me apart from her said husband, did acknowledge upon such private examination that she signed sealed and delivered said Trust Deed as her voluntary act, and deed freely without any fear threats or compulsion of her said husband.

Given under my hand this 2 day of August 1871
 J. K. Harmon J. P. Seal

State of Mississippi }
 Lardner County } S.S.: I Early Sandrock Clerk of the Chancery Court of said County which is a Court of Record do hereby certify that at the date of the foregoing acknowledgment, the said J. K. Harmon whose name is subscribed to said certificate of acknowledgment was a duly qualified and acting

Justice of the Peace in and for the County of Lowndes in said State of Mississippi, and that he was at that time duly and lawfully authorized to take the acknowledgment of Deeds, and I further certify that the within and foregoing True Deed is duly executed and acknowledged in conformity with the laws of said State of Mississippi.

Official
Seal

Given under my hand and the seal of said Court
this 7 day of August 1871

Early Kendrick
Clerk

No 110030 Filed August 27th 1871 & Recorded in Book 674
of Deeds at page 603

Norman J Gassette
Recorder

No 1024 Filed Oct. 30th 1871

Norman J Gassette
Recorder

718.
Revenue
Stamp
\$ 3.

Margaret J. Merrill to James E. Hill

This Indenture, Made this Twenty first day of September in the year One Thousand Eight Hundred and Sixty seven, Between Margaret J. Merrill in her own right & Siram J. Merrill her husband of the City of Chicago County of Cook, and State of Illinois parties of the first part, and James E. Hill of the same place party of the second part, Witnesseth that Whereas Siram J. Merrill has executed his own certain promissory Note bearing date herewith payable to the order of Franklin D. Cassill in the sum of Three Thousand Dollars in five years after the date thereof with interest on the same at the rate of Eight per cent per annum and interest payable semi-annually, and Whereas this instrument is given to secure the payment of part of the purchase price of the premises herein after described, And Whereas the said parties of the first part are desirous of securing the prompt and full payment of said promissory Note and interest that may accrue thereon in whose hands soever the same may be. Now therefore the said parties of the first part in consideration of the promise and for the purposes aforesaid and in the further consideration of One Dollar to have in hand paid by said party of the second part, the receipt whereof is hereby confessed have and do hereby grant bargain sell and convey unto the said party of the second part, his heirs, and assigns all the following described lands and premises situate in the City of Chicago County of Cook and State of Illinois to wit: The North twenty (20) feet of Lot No twelve (12) in Block No (9) in the lands second (2nd) Addition to Chicago.

To have and to hold the same together with all and singular the tenements hereditaments privileges and appurtenances