

8783

No. _____

Supreme Court of Illinois

Bank of Madison

vs.

Homstead

State of Illinois
County of St. Clair } In the Circuit Court within
and for the County of St. Clair
and State of Illinois at the
August term thereof A. D. 1828.
before the Hon. Jas. W. Smith.

Be it remembered that in the Circuit Court
within and for the County of St. Clair and State of Illi-
nois, in a certain cause heretofore pending in said Court
between the President, Directors Company of the Bank of
Missouri, Plaintiffs, and Thomas Hempstead Defendant
the following proceedings were had, to wit:

State of Illinois } The People of the State
of Illinois } To the Sheriff of St. Clair County
Greeting.

Whereas Thomas Hempstead by a certain
Indenture made and concluded this tenth day of
November in the year of our Lord one thousand eight
hundred and twenty one between the said Thomas
Hempstead of Saint Louis Missouri of the first part and
The President directors and company of the bank of
Missouri of the second part witnesseth that the said
Thomas Hempstead stands justly indebted to the said
party of the second part in the sum of five thousand
dollars lawful money of the United States to be paid
to the said party of the second part and their
Successors and assigns in the manner hereinafter
covenanted upon agreed and expressed reference being
thereto had. will more fully and at large appear
Now therefore this Indenture further witnesseth that
the said party of the first part for the better

Securing and more sure payment of the said sum
of five thousand dollars according to the true intent
and meaning of the covenants and agreements hereafter
contained and mentioned and also consideration
of one dollar to him in hand ~~to~~ them well and
truly paid by said party of the second part at or
before the sealing and delivering of these presents
the receipt whereof is hereby acknowledged. Both granted
bargained sold aliened enfeoffed released and confirmed
and by these presents doth grant bargain sell
alien enfeoff releas and confirm unto them said
party of the second part and their successors and
assigns for ever. All that certin tract or parcel
of land containing one hundred and sixty acres
situate lying and being in the State of Illinois
it being the north east quarter section twenty
four townships one north Rang eight west third
principal meridian and about three and half
miles distant from the town of Bellville St. Clair
County, also one other tract or parcel of land
situate lying and being in the same township and range
containing two hundred acres on which there is a
farm now rented to Mr. George Harris for the
boundaries of said tract seperance is made to the
deed therefore hereinafter mentioned both of which
aforesaid tracts were purchased by said Thomas
Hemstead and Charles D. Hemstead from William
Kinney as will more fully appear by referance to
the deed for the first tract dated 30th January
1818 and recorded in the office of the recorder of Saint
Clair County Book C. page 303 and by referance to
the deed for the second tract dated December 27th
1819 and recorded in the same office Book D page

20.21 Also one other certin tract situate lying and
being in the same County containing two hundred
and forty six acres $\frac{42}{100}$ being the South fractional
half and north east fractional quarter Sec 8^o 6.
Township 8^o 2. North range 7 West being the same
purchased by said Thomas and Charles S. Hornstead
on the thirtieth day of January in the year 1818
and recorded in the office Book C. page 302
all which will more fully and at large appear
by reference to said deed which said Charles S. -
Hornstead and wife by deed bearing date herewith
have sold released and transferred their title and
property in and to the above granted and descrid
tracts of land as may more fully appear by
reference to said deed also lots 8^o 14-2
Square 11 8^o 7. Square 12. 8^o 6 Square 18. 8^o 7. Square 18
8^o 9. Square 21. 8^o 10 Same Square 8^o 6. Square 23 8^o 10
Same Square 8^o 4. + 5 Square 28. Lots 1. 4. 6. 7. 9 & 10
in Square 29. all being town Illinois State of
Illinois aforesaid published at public auction
November 3^o 1817 of M^r Knight & Brady of St Louis
to have and to hold the herein before granted premises
with all and singular the rights members privileges
hereditaments appurtenances hereunto belonging
unto the said party of the second part their
heirs and successors and assigns. To the only
proper use benefit and behoof of the said party
of second part their successors assigns forever
Provided always and these presents are upon
this condition and no other that in as much
as the said Thomas Hornstead party of the
first part stands justly indebted to the
party of the second part in the sum of

five thousand dollars as aforesaid for which
he said Thomas Hempstead hath this day executed
his negociable promissary note to said party
of the second part payable to them or order
at said bank of Missouri sixty days after
date which said note may be renewed should
the board of President or Directors of said
bank Missouri or their successors in office
think proper so to do and for such sum
or sums from time to time and at such time
or times (as may by such board be deemed meet
in their discretion Judgment according to
circumstances and to the usages rules and by laws
of said bank with which or to the renewal
of notes to the said Thomas Hempstead hereby
acknowledge himself acquainted Now the true
condition of these presents is such that if said
Thomas Hempstead party of the first part his
heirs executors Administrators shall well and
truly pay said sum of five thousand dollars
to said party of second part their heirs
successors and assigns in the manner required
by such board for the time being and according
to the intent and meaning of these presents
that then and from thenceforth these presents
and the estate hereby granted and every thing
herein contained shall cease determine and
be absolutely void to all intents purposes and
the said Thomas Hempstead for himself his
heirs executors administrators doth covenant
grant and agree to and with said party of
the second part their heirs successors and assigns
to the said Thomas Hempstead shall and
will well and truly pay the said sum

of five thousand dollars to said party of the second part their heirs successors or assigns in the manner herein before expressed and understood in the covenant conditions and covenants and it is hereby mutually covenanted and agreed by and between the said parties to these presents that if default shall be made in the payments of said principal debt and interest or in any part of said debt by said party of the first part when required by the said board their successors or assigns that then the said mortgaged property or premises shall be foreclosed and the property mentioned in said Indenture be sold according to the provisions of the Statute of this State concerning mortgages; and it is hereby covenanted and understood by the said party of the first part, that any such sale to be made shall ever be a perpetual bar both in law equity against him the said Thomas Hempstead and his heirs and assigns and all other persons claiming or to claim the premises or any part thereof by from under him them or any of them and it is further understood and agreed to by the said Thomas Hempstead that untill the whole of said principal debt and all the interest thereon shall be fully paid and discharged according to the meaning of the presents and the parties thereto and the Satisfaction entered therefore on record according to law that these presents shall remain and be in full force and affect any thing herein contained to the contrary notwithstanding.

and lastly it is covenanted and agreed upon
between the parties that untill default be
made in the payments of said debt of
five thousand dollars (with interest or such
part as may be due according to the covenan-
ts aforesaid it shall and may be lawful
for said Thomas Hempstead and his heirs
and assigns peaceably and quietly to have
hold occupy possess and enjoy all and
singular the said premises above granted
and released with all the issues profits rents
and issues to him said Thomas Hempstead
and his heirs and assigns to his and their
own particular use and benefit and behoof
and the said Thomas Hempstead did execute
his promise pay note payable in sixty days from
the aforesaid date for five thousand dollars
to the said ~~The~~ President directors and Company
of the Bank of Missouri and the said Thomas
Hempstead hath not paid the said sum of
money or interest thereon nor any part thereof

We therefore commend you as we before
commanded you that by honest and lawful men
in your Bailiwick you make known to the said
Thomas Hempstead that he be and appear before
the judge of our Circuit Court next to be
holden at Belleville for and within our said
County on the first Monday of August next
then and there in our said Court to show
if any thing for him self he hath or knows
to say why Judgment should not be rendered
for such sum of money as may be due on
said mortgage and that the mortgage aforesaid
be foreclosed according to the forme and

effect of the statute in such case
made and provided

Witness The Honorable Theophol^o
W. Smith Judge of our said Court at
Belleville this 27th day of June in the
year of our Lord Eighteen hundred and
Twenty eight

John Hoag Clerk

St Clair County Let

By virtue of the within writ to me directed
I hereby certify ~~to the~~ Circuit Court
within my term that the said Thomas
Hempstead hath not any thing in my
Bailiwick where or by which I could give
him notice as by the said writ I am
~~commanded~~ Nor is the said Thomas
Hempstead found in the same
Answers Not in

William A. Beard

Sheriff of St Clair
County

President Directors of the Bank of
St. Louis
vs
Thomas Hempstead

on alias Sci fa per mortgage
Sheriff returns non Est
and thereupon come the
said plaintiff by Samuel
McRoberts their atty and
said defendents having failed to appear it
is therefore ordered and considered by the Court
that the clerk assess the amount of the debt
secured by the mortgage in the said Sci facias
mentioned and it is further considered by the
Court that the plaintiffs do recover of the
said defendant the debt in the said mortgage
and Sci facias mentioned ^{amounting} to five thousand four hundred

Handed seventy dollars being the amount
of the debt with the interest due there
on on said mortgage and said facias
mentioned and their cost by them in this
behalf expended and that they have
execution there of according ^{to the} face of the
Statute in such ^{case} provided &c.

State of Illinois for the People of the
State of Illinois

To the Sheriff of St. Clair
County Greeting we command you that of
of the following Tracts of land (to wit),
the Northeast quarter of Section number twenty
four township one north range eight west
containing one hundred and sixty acres with
it, ~~appertanances also~~ two hundred acres
near Belleville lately rented to one George
Harris with all its appertanances also
two hundred and forty six acres and forty two
hundredths of an acer being the South fractional half
and the north fractional quarter of Section 8.^o
6. Town two north of Range Seven west. with
all its appertanances also the following town lots
situated in the Illinois Town and known as
numbers one and two of Square eleven number
Seven of Square number twelve number Six of
Square 18 eighteen number Seven of Square number
eighteen number nine of Square 18. Twenty one number
Ten of Square number twenty one number Six of
Square number twenty two number nine of Square
number twenty three number ten of Same Square

Numbers four and five of Square number twenty
eight and numbers one four six nine and ten of
Square number twenty nine all which being the
same mentioned mortgage deed in the Sen-
facias set out. You cause to be levied
as well the sum of five thousand four hundred
and seventy dollars with interest thereon
from the sixth of August last until paid
with President Directors and Company for
the Bank Missouri lately ~~in our~~ ^{in our} said circuit
court of said county record against Thomas
Hempstead by reason of the nonperformance of
the covenants in the said Senfacias mentioned
as also the sum of _____
dollars and _____ for their
cost and charges about their suit in
that behalf expended as appears to us
of record and that you have those monies
with seventy five cents for this writ at
the Clerks office of our said court within
ninety days from the date here of to render
to the said Plaintiffs the damages and
cost aforesaid, and have you then there this writ

Witness The Honorable Theophilus W. Smith
Judge of our said court at Belleville
this fourteenth day of February in the year
of our Lord Eighteen hundred and twenty
nine



John Hay Clerk

Received this execution on the fourteenth day
of February 1829 at the hours of twelve
o'clock of said day William A. Beard
Sheriff of St. Clair
County

I levy this execution on E. q. S. 24 & 1
R. 8 W. 160 A. 200 A. lying near Belleville
lately sent to George Harris and 246 ^{4/100} A
S. fl. half & N. E. fl. q. of S. No. 6 T. 2 R.
R. 7 W. and on lots in the Town of Illinois
Lot 1 & 2 Square 11. Lot 1 Square 12 Lot 6 & 7 S. 18
Lot 9 & 10 in S. 21. Lot 6, 9, 10 and 2, 3. in S.
22. Lot 4 & 5 in S. 28. Lot 1, 4, 6, 9, & 10 in S.
29. all in said Town agreeable to law on
the 14th of February 1829

William A. Beard
Sheriff of St. Clair
County

I have made the sum of five hundred and forty three
dollars and fifty nine Cents of the money required in this
execution after deducting all cost by virtue of the sale
of the following lots & Lands on the 7th day of March
1829 (viz) The or E. q. 24 & 1 S. R. S. W. 200 A near
Belleville lately sent to George Harris. 246 ^{4/100} A S.
fl. half and N. E. fl. q. of S. 6 T. 2 R. 7 W. & Lots
1 & 2 in S. 11. in Town of Illinois Lot 7 S. 12 lot 6 & 7 S. 18
lot 9 & 10 S. 21 Lot 6, 9, 10, 2, 3, S. 22 Lots 4 & 5 S. 28 Lots 1, 4, 6, 9,
10 & 29 and I know of no other estate or property of the
defendant in my Belvoir and in this Statute I return
this writ into the Clerk's office the certificate of sale
here with ^{filed} agreeable to law William A. Beard
Sheriff of St. Clair
County

State of Illinois
County of St. Clair. 3d

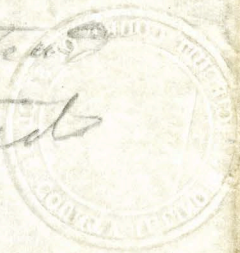
I, Theodore Engelmann
Clerk of the Circuit Court within and for the County of St.
Clair and State of Illinois hereby certify the foregoing to
contain a full and complete transcript of the alias writ,
of *viere facias* together with the Sheriffs return thereon,
of the proceedings and Judgment of the Court thereon &
of the execution issued upon said judgment & the Sheriffs
Return endorsed on the said execution, as they appear on
file and of Record in my office.

In testimony whereof I have hereunto
signed my name and affixed the Seal
of said Court at office in the City
of Belleville this 9th day of
November A. D. 1852. —

Theodore Engelmann

Bank of Madison
1817

Hempstead
Hempstead



8783