

George Hairston To P. Ward

✓ This Indenture, made this Seventeenth (17th) day of August in the year of our Lord one thousand eight hundred and seventy four Between George Hairston (Bacheher) Nicholas C. Hairston and Rizzie C. Hairston his wife of Crawfordsville in the State of Mississippi party of the first part and Pindar Ward of Geneva Kane County Illinois of the second part. Whereas the said George Hairston and Nicholas C. Hairston are justly indebted unto Lorenzo C. Ward in the sum of Eleven Thousand dollars secured to be paid by the certain Bond of the said George Hairston and Nicholas C. Hairston bearing even date herewith in the penal sum of Twenty Two Thousand dollars conditioned for the payment unto the said Lorenzo C. Ward his executors administrators or assigns of the sum of Eleven Thousand dollars on the seventeenth day of February in the year of our Lord one thousand eight hundred and seventy seven with interest thereon from the day of the date of the said Bond at the rate of Ten per centum per annum to be paid half yearly to wit: on the seventeenth day of each of the months of February & August in each and every year until the said principal sum shall be fully paid; which said interest payments, until the said principal sum shall become due are specified in, and further secured by Five coupons ^{given} therewith, which said coupons are payable with interest after due at the rate of ten per centum per annum and the said payments both of principal and interest, are to be made at such place in the city of Chicago in the State of Illinois as the said Lorenzo C. Ward his executors administrators or assigns may from time to time in writing appoint; and in default of such appointment then at the Union National Bank in said city of Chicago under which Bond there is a proviso written whereby it is agreed that if default be made in the payment of any of the interest on the said principal sum payable half yearly as aforesaid, and any portion thereof shall remain due and unpaid for the space of twenty days after the same shall become due and payable according to the condition of the said Bond, as aforesaid, then and in that case the principal sum above mentioned with all arrearages of interest thereon shall at the option of the said Lorenzo C. Ward his executors, administrators or assigns at once become due and payable, and shall be collectable without notice immediately, or at any time after such default, and whenever the said principal sum shall become due by lapse of time or otherwise, the said obligor his heirs executors

and administrators, shall thenceforth pay interest thereon, while the same remain due and unpaid at the rate of ten per centum per annum, anything thereinbefore contained to the contrary notwithstanding.

Now, therefore, this Indenture Witnesseth that the said party of the first part for the better securing the payment of the said principal sum of money, with interest thereon, according to the true intent and meaning of the said Bond; and also in consideration of One Dollar to them in hand paid by the 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 successors in trust and assigns forever all the 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 follows to wit: All that part of the East quarter (E 1/4) of the West half (W 1/2) of the South East quarter (S E 1/4) of Section Eleven (11) Township Thirtynine (39) North of Range Thirteen (13) East of the Third (3^d) Principal Meridian lying North of the road known as Pennsylvania Avenue or the continuation of West Lake Street There is to be excepted from this conveyance that strip deeded to Rail Road November Eighteenth 1847.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions remainder and remainders, rents issues and profits thereof; and also the estate right title interest, claim and right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of in and to the same, in every part and parcel 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 successors in trust and assigns forever.

In Trust Nevertheless, That if default shall be made in the payment of the said principal sum of money, or the interest that may accrue thereon, or any part thereof when the same become due and payable either by election of the legal holder of the said bond under the provisions of the said bond or of this instrument or by the maturity of the

said bond, or if the said George and Nicholas E. Hairston their heirs executors or administrators, shall at any time until said principal sum and all arrearages of interest thereon shall be fully paid, suffer said premises or any part thereof to be sold for any tax or assessment whatever, or shall do or permit to be done, to, in, upon or about said premises anything that may in anywise 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 neglect to keep all buildings upon said premises insured, and the policies of insurance delivered to said party of the second part or his successors in trust as hereinafter provided or shall fail in anywise to fully keep and perform all and singular the covenants and agreements hereinafter contained, that then and from thenceforth it shall be lawful for the said party of the second part or his successors in trust on application of the legal holder of said bond, with or without a previous entry upon said premises to sell and dispose of the premises hereby granted or intended so to be and all right title benefit and equity of redemption of the said party of the first part their heirs or assigns therein at public auction at any place in the city of Chicago in the State of Illinois that may be specified in the notice of such sale, to the highest bidder for cash having first given twenty days notice of the time and place of such sale by advertisement in any one of the daily newspapers that may then be published in the said city of Chicago in the English language. Personal notice of such sale to said party of the first part their heirs executors administrators or assigns, or any and all persons claiming by through or under them being hereby expressly waived and excused, and in the name or names of the said party of the second part or his successors in trust, to make, execute and deliver to the purchaser or purchasers at such sale a good and sufficient deed or deeds of conveyance for the premises sold, in the law for the same in fee simple, and all the recitals of 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 or sales, or conveyance or conveyances, and that the same have been duly made in all respects so as to meet the requirements herein contained or arising in law and necessary to convey a good title shall be taken

and considered as prima facie evidence of all such facts and matters set forth in such receipts and out of the money arising from such sale to pay and retain.

First All charges and expenses made or sustained on account of this trust; including the expenses of such advertisement, sale and conveyance; commissions on such sale and all moneys that the said party of the second part or his successors in trust may have advanced for insurance, taxes and redemption from tax sales on the said premises, or to protect his or their title thereto in any manner whatever with interest on such advances at ten per centum per annum.

Second All of said principal sum of money and accrued interest thereon that may at the time of such sale remain unpaid, whether due or not due.

Third Rendering the overplus, if any there be, unto the said George Wainston and Nicholas E. Wainston his executors administrators or assigns upon reasonable request. And the said party of the second part or his successors in trust may adjourn such sale from time to time, and for such time as he or they may judge best and may also at such sale sell the said premises entire without division, or in parcels, in his or their discretion. And it shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. Which sale so made shall be a perpetual bar both in law and equity against the said party of the first part their heirs and assigns and all persons claiming or to claim the said premises or any part thereof by from through or under them or any of them. And the said party of the first part agree to surrender possession of the said premises to the purchaser or purchasers at such sale, peaceably on demand. And in the event that said party of the second part or his successors in trust, shall expend any money either to save said premises or any part thereof, from any sale for taxes or assessments, or to redeem the same from any such sale or by the employment of attorneys or otherwise to protect the title or possession of said premises or in the defense of any suit wherein the party of the second part or his successors or assigns may be made defendants, then all such money so expended shall be a new and additional principal sum of money secured by this instrument and shall be payable and may be collected immediately, or at any time thereafter, with interest thereon at the rate of ten per centum

per annum from the time of so paying the same.

And the said party of the first part for the consideration above mentioned, and in order to create a first lien and encumbrance on said premises under this deed, for the purposes aforesaid, and to carry out the foregoing specific application of the proceeds of any sale that may be made by virtue hereof, do hereby expressly waive and release all right and benefit which they have in and to said premises or to which they may be entitled in said premises or the proceeds of sale thereof under and by virtue of an Act entitled "An Act to exempt Homesteads from sale on execution" passed by the General Assembly of the State of Illinois and approved February 11th A.D. 1851, and also an Act entitled "An Act to amend an Act to exempt Homesteads from sale on execution" passed by said Assembly, and approved February 17th A.D. 1857 as well as any and all other acts of a like character or for a similar purpose. And the said George Hairston & Nicholas E. Hairston for themselves their heirs, executors and administrators do covenant, grant, bargain and agree to and with the said party of the second part his successors in trust and assigns, that at the time of the sealing and delivery of these presents they are well seized of the premises above conveyed, as of a good sure perfect absolute and indefeasible estate of inheritance in law in fee simple and have good right full power and lawful authority to grant bargain, sell and convey the same, in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of what kind and nature soever; and the above bargained premises in the quiet and peaceable possession of the said party of the second part his successors in trust and assigns against all and every other person and persons lawfully claiming or to claim the whole or any part thereof, the said George & Nicholas E. Hairston will warrant and forever defend. And that until the said principal sum of money and all arrearages of interest thereon shall be fully paid they will pay or cause to be paid all taxes and assessments on the said premises when the same become due and payable; and that they will not do or permit to be done to, in, upon, or about the said premises any thing that may in anywise tend to diminish the value thereof; or to weaken or impair the se-

curity intended to be effected under and by virtue of this instrument. And that they will keep all buildings upon the said premises insured in such good and reliable insurance company or companies as the said party of the second part or his successors in trust, may select for the insurable value thereof and if practicable for the term of the loan the policy or policies of insurance to be either in the name or names of the said party of the second part or his successors in trust, or to be so drawn that the loss if any, shall be payable to him or them, and to be held by him or them as additional security hereto; and in default of so doing the said party of the second part, or his successors in trust at his or their option, may effect such insurance in his or their name or names or otherwise, and the premium money paid therefor shall be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum of money above mentioned is secured and such premium money shall be paid by said George Hairston and Nicholas E. Hairston their heirs and legal representatives, to said party of the second part, or his successors in trust, on demand and may be collected at any and all times after the same shall have been paid, with interest thereon at the rate of ten per cent per annum from the time the same shall be advanced; but such insurance shall not at any time be required for a greater sum than the amount of the said indebtedness then remaining unpaid.

A reconveyance of said premises to be made to said George Hairston and Nicholas E. Hairston their heirs or assigns at their expense on full payment of the indebtedness aforesaid, and performance of the covenants and agreements made herein by the said party of the first part.

✓ And in case of the death absence, inability or refusal to act, of said party of the second part then Gilbert R. Smith of the said City of Chicago shall be, and he hereby is appointed and made successor in trust to said party of the second part under this deed, with like powers and authority and said premises shall thereupon become vested in said successor in trust for the uses and purposes aforesaid. And in case of the death, absence inability or refusal to act of said party of the second part and of the said Gilbert R. Smith then Homer Cook of the City

of Chicago shall be and he hereby is appointed and made successor in trust in said party of the second part and the said Gilbert R. Smith under this deed with like powers and authority and said premises shall thereupon become vested in said successors in trust for the uses and purposes aforesaid

In Witness Whereof, The said party of the first part have hereunto set their hands and seals the day and year first above written

George Hairston Seal
 N E Hairston Seal
 T C Hairston Seal

State of Mississippi } ss
 Loundes County

Personally appeared before me S. V. Baine a Justice of the Peace of the said County of Loundes, the within named George Hairston (Bachelor) Nicholas E. Hairston and Fegziah C. Hairston his wife, who are personally known to me who acknowledged that they signed sealed and delivered the foregoing Trust Deed of the day and year therein mentioned as their act and deed, and the said Fegziah C. Hairston wife of said Nicholas E. Hairston having been privately examined by me apart from her said husband did acknowledge that she signed sealed and delivered said Trust deed freely without any fear threat or compulsion of her said husband.

Given under my hand and seal this 21st day of Aug 1874.

S. V. Baine
 Justice of the Peace

State of Mississippi } ss
 Loundes County

S. G. W. Van Hook 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 S. V. Baine 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 Loundes 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 Trust Deed is duly executed and acknowledged in conformity with the laws of said State of Mississippi

Given under my hand and the seal of said