



Henry Duncan Esq
Lexington
Kentucky

WARRANTY DEED

FROM

Henry Duncan & Co
TO
J. F. Starr

STATE OF _____ }
County. } No. _____

This Instrument was filed for Record
on the _____ day of _____
A. D. 187 _____ at the
hour of _____ o'clock _____ M., and duly
recorded in Book _____ of
_____ , at Page _____

Clerk of Circuit Court and Ex-Officio Recorder.

RAND, McNALLY & Co., Printers and Engravers, 108 West Randolph Street, Chicago.

This Indenture, Made this Twelfth day of May in the year of our Lord One Thousand Eight Hundred and Seventy Duncan Kentucky

Henry in the year of TWBEN Henry of Lexington party of the first part, and

John F. Starr Witnesseth, That the said party of the first Twenty seven hundred

State of Illinois party of the second part, of 27500 Dollars

in hand paid by the said party of the second part released and discharged therefrom, has granted, grant, bargain, sell, remise, release, convey, alien and all the following described lot, piece or parcel of land and State of Illinois and known and described as follows, to wit:

ledged, and the said party of the second part forever ed, aliened and confirmed, and by these presents doth send part, and to his heirs and assigns, forever, 60010

*I have met Mrs Duncan
name on the 8th June
A. F. Starr
I understand that this deed
will not be required to be stamped
since original was new.*

The east half (1/2) of the South West quarter (1/4) of the South East quarter (1/4) of Section Thirteen (13) in Township Thirtymine (39) North of Range Thirteen (13) East of Third 3rd Principal Meridian Except One hundred (100) feet sold from the east line of said premises to the Rail Road Company. This deed is given for the sole and only purpose to replace a Warranty Deed given on February 2nd A. D. 1867 conveying the above described premises by the said party of the first part to said party of the second part which said first Warranty Deed was destroyed the great fire in Chicago October eight ninth and tenth A. D. 1871

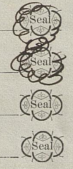
TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. To HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns, FOREVER.

And the said Henry Duncan party of the first part, for himself his heirs, executors and administrators, doth covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the ensembling and delivery of these presents he is 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 has 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 incumbrances 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 heirs and assigns, against all and every other person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

And the said party of the first part hereby expressly waive and release any and all right, benefit, privilege, advantage and exemption under or by virtue of any and all Statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise, and especially under the Act entitled "An Act to Exempt Homesteads from sale on execution," passed by the General Assembly of the State of Illinois, A. D. 1851, and approved February 11, A. D. 1851, and an Act entitled "An Act to amend an Act entitled 'An Act to Exempt Homesteads from sale on execution,'" passed by said Assembly A. D. 1857, and approved February 17, A. D. 1857.

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

Signed, Sealed and Delivered in Presence of



Please insert Mrs Duncan's
name on the 3rd line

S. F. Starr

I understand that this deed
will not be required to be stamped
since original one was.

S F S

This Indenture, Made this *Twentyseventh* day of *February* in the year of our Lord One Thousand Eight Hundred and Seventy *Sixtyseven* BETWEEN *Henry Duncan* of *Kentucky* his wife of *Lexington* party of the first part, and

John T. Star of *Chicago and State of Illinois* party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of *Twentyseven thousand five hundred (\$27,500)* Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, have granted, bargained, sold, remised, released, conveyed, aliened and confirmed, and by these presents doth grant, bargain, sell, remise, release, convey, alien and confirm unto the said party of the second part, and to *his* heirs and assigns, forever, all the following described lot, piece or parcel of land, situate in the County of *Cook* and State of *Illinois* and known and described as follows, to wit:

The east half (1/2) of the South West quarter (1/4) of the South East quarter (1/4) of Section Thirteen (13) in Township Thirtynine (39) North of Range Thirteen (13) East of Third 3rd Principal Meridian (Except One hundred (100) feet sold from the east line of said premises to the Rail Road Company). This deed is given for the sole and only purpose to replace a Warranty Deed given on February 2nd A.D. 1869 conveying the above described premises by the said party of the first part to said party of the second part which said first Warranty Deed was destroyed by the great fire in Chicago October eight ninth and tenth A.D. 1871

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. To HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, *his* heirs and assigns, FOREVER.

And the said *Henry Duncan* party of the first part, for *himself his* heirs, executors and administrators, doth covenant, grant, bargain and agree, to and with the said party of the second part, *his* heirs and assigns, that at the time of the ensembling and delivery of these presents *he is* 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 ha 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 incumbrances 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* heirs and assigns, against all and every other person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

And the said party of the first part hereby expressly waive and release any and all right, benefit, privilege, advantage and exemption under or by virtue of any and all Statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise, and especially under the Act entitled "An Act to Exempt Homesteads from sale on execution," passed by the General Assembly of the State of Illinois, A. D. 1851, and approved February 11, A. D. 1851, and an Act entitled "An Act to amend an Act to Exempt Homesteads from sale on execution," passed by said Assembly A. D. 1857, and approved February 17, A. D. 1857.

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

Signed, Sealed and Delivered in Presence of



STATE OF ILLINOIS,

COUNTY.

SS.

I,

in and for said County, in the State aforesaid, do hereby certify, That

_____ who _____ personally known to me to be the person whose name _____ subscribed to the within WARRANTY DEED, as having executed the same, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing, as _____ free and voluntary act, for the uses and purposes therein set forth, and thereby conveyed all _____ right, title and interest in and to the premises described in said Warranty Deed, and expressly waived and released all right, claim, benefit, privilege, advantage and exemption under any and all Homestead Exemption laws, so called.

And the said _____ wi _____ of the said _____ having been by me examined separate and apart, and out of the hearing of _____ said husband, and the contents and meaning of the said Warranty Deed having been by me made known and fully explained to _____ together with all _____ rights and privileges under the Homestead Exemption Laws, so called, of the State of Illinois, acknowledged that _____ had freely and voluntarily executed the same, and relinquished _____ dower, and all right, title and interest to the lands and tenements therein mentioned, and expressly waived and released all right, claim, benefit, privilege, advantage and exemption under any and all Homestead Exemption Laws, so called, without the compulsion of _____ said husband and that _____ do not wish to retract the same.

Given under my hand and _____ seal, this _____ day of _____ in the year of our Lord One Thousand Eight Hundred and Seventy _____

N. J. Duncan

1887		To N. J. Duncan Jr.		
Jan	1	To Balance due		1647 10
	10	" Cash loaned Liz Duncan		25 "
	14	" " Paia pro Shillito & Co.	21 90	
		" " Pickering	7 50	
		" " Douglas	12 "	
		" " Groceries	<u>66 20</u>	107 60
	26	" Cash paia Anderson via Lot.		35 "
Apr	13	" Check Northern Bank.		500 "
June	8	" Paia Marshall & Co. shipping		1640
	22	" U.S. Stamps on checks.		31 50
	24	" Oranges 4. Express 100. Ills - 1.25	5 25	
		Armedead White	30 "	
		Marketing 12 ⁵⁰ Letup paper 5 ⁵⁰ All 25-	7 "	
		Marketing	<u>3 90</u>	45 15-
Aug	26	" Taxes on Mattom farm		134 46
Dec	30	" 3. den 2 unit 6 ⁵⁰ 200 checks 12 ⁵⁰	8 20	
		2. " " 4 ²⁰ Oyster 90. Cash 1.	<u>6 10</u>	14 30
				<u>2,556 51</u>

Cr

Feb	14	By Cash		194 10
Mar	20	" " Paia Mrs Duncan		50 "
July	8	" " Sundries		92 05-
Oct	30	" " Chicago Mutual		70 "
Nov	14	" " Paia Mrs Duncan	118 "	
		" Ellen Perkins	200 "	
		" " Hunt Libm	<u>50 "</u>	3 68 "
Dec	30	" Cash in New York	61 80	
		" " Groceries	131 46	
		Trayle-	11	
		Mrs Perkins (error)	<u>65 "</u>	267 26
		" " Hunt Libm		<u>3 "</u>
				1046 41

Amount Dr.
" Cr.

2.586.57

1.026.41

1.510.16

Chicago May 15th 1872
W H Duncan

Dear Sir
Enclosed you will please find
a deed which you will perhaps
remember is of the same date of
the original one. I know
because I went to the abstract
Office and got the date and
description. Now my dear friend
I am sorry to ask you for
the execution of an other deed
But since the records were
burnt I think it better that
I should have one in lieu
of the old one. You will also
please find enclosed ten (\$10) dollars
for the trouble you may have in
acknowledging my the said deed.
Yours respectfully
47 N. Randolph St. D. F. Starr

LAND AGREEMENT.

Sold by Jones & Small, Stationers, Chicago.

Articles of Agreement, made and concluded the Sixteenth day of August in the year One Thousand Eight hundred and Sixty Four BETWEEN Henry O. Duncan of Bowling in the State of Kentucky party

The Chicago & North Western Railway Company of the first part, and a corporation duly organized in the State of Illinois the second part

WITNESSETH, that the party of the first part, at the request of the party of the second part, and in consideration of the money to be paid, and the covenants as herein expressed to be performed by the party of the second part, (the prompt performance of which payments and covenants being a condition precedent, and time being the essence of said condition,) hereby agree to sell to the said party of the second part, all

That certain lot and parcel of lands, situate in Cook County of

and State of Illinois known and designated as Tract certain lot of land being a strip of land one hundred feet in width on the east side of the East half of the South West Quarter of the South East Quarter of Section Numbered Thirteen in Township Numbered South Nine of North of Range Numbered Thirteen East being the same premises on which said party of the second part is constructing a branch railroad track

with the privileges and appurtenances thereto belonging. And the said party of the second part, in consideration of the premises, hereby agrees to pay the party of the first part, his or their executors, administrators, or assigns,

in the City of Chicago the sum of Two thousand Six hundred & Eight Dollars

as follows, viz: The sum of six hundred and eighty Dollars cash. And the sum of one thousand Dollars in five years from this date. And the party of the second part in addition hereto is to dig and keep open a deep first class ditch on the west line of said premises here agreed to be conveyed which shall be sufficient for the adjoining premises to drain into said ditch and shall be paid with interest at the rate of Seven per cent. per annum, from the 1st day of March to be paid Semi-Annually in each year, on the whole sum from time to time remaining unpaid. AND ALSO, that he will well and faithfully, in due season, pay, or cause to be paid, all ordinary taxes assessed for revenue purposes upon said premises, or any part thereof, subsequent to the year 18

ARTICLES OF AGREEMENT.
BETWEEN

AND

150

AND also, all other assessments which now are, or may be hereafter charged or assessed upon or against said premises or any part thereof. But in case the said party of the second part fail to pay any or all such taxes or assessments, upon said premises or appurtenances or any part thereof, whenever and as soon as the same shall become due and payable; and the party of the first part shall pay from time to time, or at any time, any or all such taxes or assessments, or cause the same to be paid, the amount of any and all such payments so made by the party of the first part, shall immediately thereupon become an additional consideration, and payment to be made by the party of the second part hereto, for the premises herein agreed to be conveyed.

And the said party of the first part, further covenants and agrees with the said party of the second part, that upon the faithful performance by said party of the second part of his undertaking in his behalf, and of the payment of principal and interest of the sum above mentioned, in the manner specified, he, the said party of the first part, shall and will, without delay, well and faithfully execute, acknowledge and deliver in person or by attorney, duly authorized, to the party of the second part his deed of conveyance of all the right, title and interest, of the party of the first part, of, in and to the above described premises, with the appurtenances, with covenants of warranty against any act or thing done or suffered by the party of the first part.

And it is Mutually Covenanted and Agreed, by and between the parties hereto, that in case default shall be made in any of the payments of principal or interest, at the time, or any of the times above specified, for the payment thereof, and for 10 days thereafter, this agreement, and all the preceding provisions hereof, shall be null and void, and no longer binding, at the option of said party of the first part his representatives or assigns; and all the payments which shall then have been made thereon or in pursuance hereof, absolutely and forever forfeited to the said party of the first part; or at the election of the said party of the first part, representatives and assigns, the covenants and liability of said party of the second part shall continue and remain obligatory upon the said party of the second part, and may be enforced, and the said consideration money and every part thereof, with the annual interest, as above specified, be collected by proper proceedings in law or equity, from the said party of the second part, his representatives or assigns.

And it is Further Mutually Covenanted and Agreed, by and between the parties hereto, that in case of default in the payments stipulated to be made by the said party of the second part, or any part thereof, and the election of the party of the first part, his representatives or assigns, to consider the foregoing contract of sale at an end, and prior payments forfeited, the said party of the second part, his representatives or assigns, who may have possession or the right of possession of said premises at the time of such default; or at any time thereafter, shall be considered, and are hereby agreed and declared to be in law and equity, the tenant or tenants at will of said party of the first part, his representatives and assigns, on a rent equal to an interest of ten per cent. per annum, on the whole amount of the purchase money above specified, payable quarter yearly from the day of such default in payment of principal or interest. And after such default in payment, and election to consider the above contract of sale as void, the said party of the first part, his representatives and assigns, shall and may have and exercise all the powers, rights and remedies provided by law or equity to collect such rent, or to remove such tenant or tenants, the same as if the relation of landlord and tenant, hereby declared, were created by an original absolute lease, for that purpose, on a special rent, payable quarterly on a tenure at will. And that in such case the said tenant or tenants shall and will pay or cause to be paid, all taxes, and assessments, ordinary and extraordinary, which may be laid or assessed on such premises, or any part thereof, during the continuance of such tenancy; and will not commit or suffer any waste or damage to said premises or the appurtenances, but will keep and deliver up, on the termination of such tenancy, the said premises and appurtenances, in as good order and repair (ordinary wear and decay, and unavoidable injury by the elements, excepted,) as they were in at the commencement of such tenancy.

In Witness Whereof, the party of the first part, Edward D. Duncan has hereunto set his hand and seal, on this 10th day of February 1904, at Chicago, Illinois, and the party of the second part, Wm. J. Duncanson has hereunto set his hand and seal, on this 10th day of February 1904, at Chicago, Illinois.

Signed, Sealed and delivered in presence of
Chicago Northwestern Ry.
By George Dunlop
W. J. Duncanson
W. J. Duncanson Jr.



Wm. J. Duncanson
Attest

Handwritten notes in cursive script, possibly a signature or address.

New York April 28, 1877

Henry T. Duncan Esq
Lexington, Ky.

My dear Sir,

By the last mail from Havana I received a letter from Mr. Roque de Laras in regard to the interest due by you to him, on the loan secured by Deed of Trust of Lands in Cuba Co. Illinois. His instructions to me are the subject are peremptory.

As you are aware, the interest on this loan was paid to Oct. 1875. Nothing has been collected since that date and consequently the interest is now about nineteen months in arrear. Although I have twice called on you personally and represented the urgent necessity of a prompt receipt of the interest on its due date - April 1st in each year - I trust that this appeal by letter may be more successful and avoid a renewal of the protracted proceedings in Illinois.

In this connection permit me to call your attention to the Atty. fees both in Illinois (due Williams, Burr & Capen Jr. Oct. 1875) and in Lexington due to W. C. Perwell Esq, the payment of all of which you assumed by agreement entered into with me October 15, 1875.

I beg you will give an early reply to the above

Be assured that I do not wish to put you to trouble or
unnecessary expense and sincerely hope that your response
may enable me to make a satisfactory report to Mr
Adams.

I am, my respectfully

Yours &c

Wm. Adams

Kelly's debt to Lincan 17 Feb 1857 with interest
to that day - $7077 \frac{21}{100}$
Lincan recd upon that debt $1435 \frac{54}{100}$ on the
8th of Sept 1857

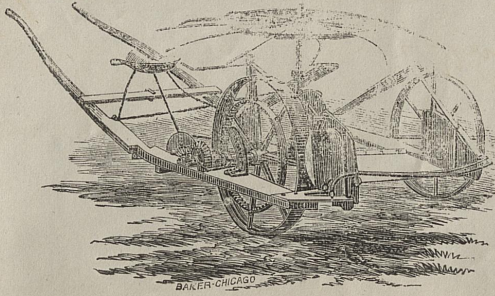
He is to receive the further sum of $2002 \frac{50}{100}$ on
the 1st of March 1858 and the further sum of
 $2002 \frac{50}{100}$ on the 1st of March 1859

These 2 payments come out of the sale of
the Corn

The residue of Lincan's debt is re-
secured by two promissory Notes - executed to
him by the Widow & heirs of A G Carter
to wit one for $3424 \frac{44}{100}$ due 1st of Oct 1858
the other for 1550.02 due 1st of Oct 1859

After pay of his debt the residue is held
for Dr Warfield

Account of Kellys debt to H. J. Duncan		7077.01
Feb 5 th 1857	Ints to 8 th Sept 1857 - 7m 7 days	255.86
1857 Sept 8 th	By Cash	7332.87
		<u>1435.52</u>
	Ints to 1 March 1858 - 5m 28 days	5897.45
		<u>118.07</u>
		6,065.52
1858 March 1	By Cash	2002.50
	Ints to 1 Oct 1858 7m	4,063.02
		<u>142.21</u>
		4205.23
1858 Oct 1 st	By Cash	3424.44
		<u>780.79</u>
	Ints to 1 March 1859 5m	19.53
		<u>800.32</u>
1859 March 1	By Cash	2002.50
	Overpaying Duncan -	1202.18
	Interest on which to 1 Oct 1859 - 7m	42.07
1859 Oct 1 st	Cash by Duncan	1249.25
		<u>1510.02</u>
	Ints to 1 Feb 1861 1y 5m	2804.27
		<u>238.34</u>
		<u>73042.61</u>



Whereas, **WILLIAM M. MASON**, of Polo, in the County of Ogle and in the State of Illinois, did obtain Letters Patent of the United States, for certain device for **Corn and Cane Harvester**, which Letters Patent bear date September 3d, 1861, and March 29th, 1864. And Whereas,

Henry Duncan Sr of Lexington Kentucky

is desirous of acquiring an interest therein :

NOW THIS INDENTURE WITNESSETH, That for and in consideration of the sum of

One Thousand Eight Hundred Dollars.

to me in hand paid, the receipt of which is hereby acknowledged, I have assigned, sold, and set over, and do hereby assign, sell, and set over unto the said

Henry Duncan Sr.

all the right, title and interest which I have in the said invention as secured to me by said Letters Patent, for, to and in the

State of Kentucky

and in no other place or places. The same to be held and enjoyed by the said


Henry Duncan Sr.


for ~~his~~^{his} own use and behoof, and for the use and behoof of ~~his~~^{his} legal representatives, to the full end of the term for which said Letters Patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Seal, this / day of 186

Signed, Sealed and Delivered
in presence of

Abraham Westenberg
H. T. Duncan Jr

Wm. M. Mason 


Agent in fact.

An article of agreement made this fifth day of
January 1842. Between Thomas Kelly of the one
part and Henry J. Duncan of the other part.

Witnessed that whereas some ambiguity exists
in a deed of mortgage this day executed by said
Kelly to said Duncan - now in order to set
forth and explain the intention of said parties it
is agreed, that the said Duncan is to pay the
legacy to Hayes only out of the
proceeds of the mortgaged property, and if there
should be no excess after the debts of said
Duncan is satisfied, the said Duncan is not
to pay to said Hayes. Unless furnished with
the means by said Kelly.

Witness our hands & seals the date aforesaid.

(S)

(D)

Kelly

+ 3 agrum.

Duncan

Extract

21st. July. 1866.

"

Ms. Harwin is still confined to bed - now four months since her attack - The last six weeks she has been strongly threatened with paralysis of the lower extremities, and most of the time, suffered intensely from neuralgic pains in her feet and, to some extent in her hands.

She now has very little use of her feet & if she should regularly improve will not be able to walk for some time to come - The last few days I have regarded her symptoms more encouraging - I believe when your Ma was five her mouth was drawn a little to one side, & if so, that was really the beginning of her paralytic tendency. "

Extract of a letter of Dr. J. R. H. Smith
of above date

J. R. H.

H. S. Dumont Esq

Esq