

In the Circuit Court of Adams County, Illinois.

Home Owners' Loan Corporation, a Corporation of the United States of America, created by Act of Congress, Plaintiff, vs. Edward F. Dorckenwald, Marie C. Dorckenwald, Katherine Konefes, Robert H. Pearson, Mildred Pearson, Theodore B. Kemner, doing business as T. B. Kemner Decorating Service, and H. T. Fuller, as Receiver in cause No. 7210, in Chancery in the Circuit Court of Adams County, Illinois, Defendants.

Complaint in Chancery to foreclose mortgage, Docket No. 8561, filed February 15, 1938.

The Complaint alleges in substance as follows:--

That on May 15, 1934, Edward F. Dorckenwald and Marie C. Dorckenwald, being then the record owners of the premises hereinafter described, and being indebted to Plaintiff in the sum of \$9450.00, executed their one principal Promissory Note for that principal sum, payable in installments of \$74.73 beginning June 15, 1934, and a like sum on the 15th day of each and every month thereafter until paid, with interest at five percent (5%) per annum payable monthly, and at six percent (6%) per annum after default, etc.,

That to secure the payment of said note said Edward F. Dorckenwald and Marie C. Dorckenwald, his wife, executed and delivered a Mortgage conveying to the Home Owners' Loan Corporation the following described real estate situated in the City of Quincy, Adams County, Illinois:

Lots numbered Twenty (20) and Twenty-one (21) in Park Place, Anton Binkert's Addition to the City of Quincy, being a sub-division of a part of the West half of Section one (1), Township Two (2) South, Range Nine (9) West of the 4th Principal Meridian, in Adams County, Illinois,

which said Mortgage was executed on May 15, 1934, and duly acknowledged and filed for record on May 16, 1934, in the office of the Recorder of Deeds of Adams County, Illinois, and there recorded in Book 171 of Records on Page 267, a copy of which said note and mortgage are attached to said Complaint as exhibits.

That Plaintiff is now the legal owner and holder of said note and mortgage and by said mortgage the grantors released all rights of homestead.

That certain payments (stated in Complaint) have been made to apply on said note and that as of January 15, 1938, default existed in the payment of installments of principal in the sum of \$736.59, and in payments of interest in the sum of \$219.12, and that such default continues to date of Complaint.

That Plaintiff is informed and believes that the general taxes upon said mortgaged premises for the years 1934, 1935 and 1936 remain unpaid in the amount of approximately \$784.79.

That in order to protect the lien of its mortgage, Plaintiff was compelled to and did advance the sum of \$46.64 for insurance.

That by reason of default Plaintiff hereby declared the unpaid balance of said note due and payable.

That said mortgage provides that in the event of foreclosure Plaintiff is entitled to have a reasonable sum allowed for its attorneys' fees, expenses and all charges as shall have become so much additional indebtedness secured by said mortgage.

That said Plaintiff has a prior lien upon said premises for all money owing it upon said note and mortgage and for advances made as above stated, and that in event of foreclosure the Decree should order paid such amount as should be found due under the terms of said mortgage.

That said mortgage provides, among other things, for the appointment of a Receiver during the period of redemption.

That the premises above described are improved, and located at 1224 Park Place, Quincy, Illinois, and are occupied by the said Edward F. Dorckenwald and Marie C. Dorckenwald, and Katherine Konefes, Robert H. Pearson and Mildred Pearson.

That the past due interest and principal as of date of January 5, 1938, aggregate the sum of \$8937.29, exclusive of additional interest now due and to be computed and advancements and charges above mentioned.

That the premises have depreciated in value and that a Receiver should be appointed for purpose of collecting rents, issues, and profits under the terms of said mortgage.

That Plaintiff states on information and belief, that the record title to said premises is now in Edward F. Dorckenwald.

That Katherine Konefes, Robert H. Pearson, Mildred Pearson, Theodore B. Kemner, doing business as T. B. Kemner, Decorating Service, and H. T. Fuller, as Receiver in Cause #7210 in Chancery in the Circuit Court of Adams County, Illinois, now claim to have some right, title or interest in and to the above described premises; but that their interest, if any, is subject, subordinate and inferior to that of the Plaintiff.

WHEREFORE, Plaintiff requests judgment against defendants:

(a) That an account be taken of the amount due and owing to Plaintiff and that same be decreed to be a first lien upon the premises above described; That defendants, or some of them, be directed to pay the amount so found to be due, including costs and attorneys' fees, and that in default thereof said premises be sold to satisfy the amount found to be due and owing to the Plaintiff.

(b) That in case of sale and failure to redeem therefrom, all Defendants may be forever barred and foreclosed of and from all right and equity of redemption in or to said premises;

(c) That in case of sale and failure to redeem therefrom, a Master's Deed issued to the purchaser at said sale or his assignees, and upon the issuance of said Deed that the grantees therein be let into immediate possession;

(d) That a Receiver be appointed upon the filing of this Complaint, with the usual power of Receivers in Chancery, for the purposes above set out.

(e) That in case of the sale of the premises and failure to realize therefrom, the entire amount found due and owing said Plaintiff, the amount of deficiency be fixed by the Court in a Deficiency Decree in favor of the Plaintiff against said Defendants as may be found personally liable and that execution may issue.

(f) That Plaintiff be given a lien on the rents, issues and profits during the period of redemption for the amount of said deficiency, and that Plaintiff may have such other and further relief as may be just and equitable.

Complaint signed by Plaintiff by John T. Inghram, its duly authorized agent, and subscribed and sworn to by said agent who recites that the matters and things contained therein, to the best of his information and belief, are true.

Request for Summons against all Defendants, to answer or appear on or before the first Monday in March, 1938, filed February 15, 1938.

Summons issued February 15, 1938, provided this writ shall be served on them not less than twenty days prior to said date; if served less than twenty days before said date such Defendants so served will answer or appear on or before the third Monday of March, 1938.

Returns of Summons endorsed thereon show service as follows:-- All Writs being signed by Ray Robertson, Sheriff of Adams County, Illinois, by Harvey T. Smith, Deputy; by reading the same to the within named, Marie C. Dorckenwald, Katherine Konefes, Mildred Pearson, Theodore B. Kemner, doing business as T. B. Kemner Decorating Service, and H. T. Fuller, as Receiver in cause No. 7210, in Chancery, in the Circuit Court of Adams County, Illinois, and at the same time delivering to each of them a true copy thereof, this 15th day of February, 1938; on Robert H. Pearson by sending him a copy of the Summons on February 15, 1938, in a sealed envelope, postage prepaid, addressed to him at 1224 Park Place, Quincy, Illinois, his usual place of abode; on Robert H. Pearson by leaving him a true copy thereof for him at his usual place of abode, with Mildred Pearson, a person of the age of ten years and upwards and a member of the family of the within named Robert H. Pearson, and at the same time making known to her the contents thereon on February 15, 1938; on Edward F. Dorckenwald, by leaving a true copy for him at his usual place of abode with Marie C. Dorckenwald, a person of the age of ten years and upwards, and a member of the family of the within named Edward F. Dorckenwald, at the same time making known to her the contents thereof, on February 15, 1938; also on Edward F. Dorckenwald by sending him a copy thereof on February 15, 1938, in a sealed envelope with postage prepaid, addressed to him at 1224 Park Place, Quincy, Illinois, his usual place of abode.

Order of Default and Reference to Master entered March 8, 1938, finds that each and all of the above named Defendants were duly and personally served with summons herein more than twenty days prior to the first Monday of March, 1938, and have not, nor has any of them, appeared or made answer herein. It is therefore ordered that each and every Defendant, after being three times severally called, are in default and that as to them and each of them the said Complaint be taken as confessed, and that Charles E. Binkert be and is hereby appointed Special Master in Chancery of this Court to take and report evidence therein together with his statement of account and conclusions.

Proof of Service for Application for Appointment of Receiver consisting of affidavit of John T. Inghram, filed May 9, 1938, recites: That on May 2, 1938, he mailed, postage prepaid, to each of the following persons: Edward F. Dorckenwald, Katherine Konefes, Mildred Pearson, Marie C. Dorckenwald, and Robert H. Pearson, Defendants in the above entitled cause, said Defendants being parties in possession of and residing in and upon the real estate, the subject matter of said foreclosure suit, a Notice of Application for Appointment of a Receiver in said cause, a true copy of which is attached to said Affidavit. Notice attached addressed to each of the Defendants named in said Affidavit recites that on May 9, 1938, at 9:00 o'clock A.M., the undersigned

Attorney for Plaintiff will make an application in the Circuit Court of Adams County, Illinois, in the above entitled cause for the appointment of a Receiver to take immediate possession of said premises to collect rents, issues and profits thereof, during the statutory period of redemption.

Order Appointing Donald S. Binkert, Receiver for such part of the above described premises as are not occupied by Edward F. Dorckenwald and Marie C. Dorckenwald as a residence and homestead, entered May 9, 1938.

Report of Special Master in Chancery filed March 28, 1938, finds in favor of Plaintiff and recommends Decree of Foreclosure be entered in accordance with findings contained in Master's Report.

Decree of Sale entered March 28, 1938, approving Report of Special Master in Chancery, and finds facts as alleged in Complaint; that the amount of indebtedness due Plaintiff amounts to \$9947.32 on March 24, 1938; Decree orders payment by Defendants Edward F. Dorckenwald and Marie C. Dorckenwald for the amount due with lawful interest on that sum from March 24, 1938, together with costs of suit, including attorneys' fees, stenographer's fees, and Master in Chancery's fee, which are fixed and allowed, within ten days from date of Decree, and that in event of failure to pay same that said Special Master in Chancery proceed to sell the premises described in said Mortgage according to law, at the South Front door of the Court House in Quincy, Adams County, Illinois; that in event of sale, said Special Master give public notice of the time, place, and terms of said sale by previously publishing the same weekly for three successive weeks in a secular newspaper of general circulation, published in said City, the first publication to be at least twenty days prior to date of sale; that said Special Master shall then make Report of Sale, costs and expenses thereof, and make further provisions authorized by said Mortgage and by law as may become necessary.

Report of Sale filed May 9, 1938, recites that more than ten days having elapsed after date of entry of Decree of Sale, and Defendants having each failed to pay the amount required by said Decree within the time limited, said Special Master duly advertised according to law the premises described therein, to be sold at public vendue to the highest and best bidder, for cash in hand, on Saturday, 10:30 o'clock A.M., on April 30, 1938, at the south front door of the Court House in Quincy in said County and State, by causing a notice thereof containing title of cause, names of the parties, name of the Court in which it was pending, description of the premises to be sold, a statement of the aforesaid time and place and terms of said sale to be published once each week for three successive weeks immediately prior to the date of sale in the Labor News, a newspaper of general circulation, printed and published weekly in said City of Quincy; that the date of the first issue of said paper containing said notice was April 8, 1938, and the last issue containing said notice was April 22, 1938; Certificate of Publication by publisher of said Labor News being attached thereto and showing facts as stated in said Report; that at said sale, made at public vendue according to terms above stated, George A. Binkert offered and bid for said premises the sum of \$9400, he being the highest and best bidder, whereupon said Master sold to said bidder the said premises for the amount stated and delivered to him a Certificate of Sale as directed by Decree of Sale, and filed a duplicate of said Certificate for record in the office of the Recorder of Deeds of Adams County, Illinois; and that the amount of the moneys arising from said sale were not sufficient to pay the expenses of said sale, costs of suit, Plaintiff's judgment, and interest thereon to date of sale as provided by their said Decree, and that the amount of

deficiency is \$962.51.

Order Approving Report of Sale entered May 9, 1938; Order further gives judgment in favor of Plaintiff against Edward F. Dorkenwald and Marie C. Dorkenwald for \$962.51, the deficiency as stated in the Special Master's Report and directs that execution issue as at common law.

Report of Receiver showing receipts of \$373.50 and disbursements of \$84.73, filed and approved September 8, 1939.

Order Approving Report of Receiver allows certain compensation and expense of Receiver and directs that after payment of said sums that the balance of \$195.77 be paid to Plaintiff to apply on Deficiency Judgment, and further discharges the Receiver.

Master's Report of Deed filed September 8, 1939, recites that the Certificate of Sale heretofore issued by him herein having been assigned to the Illinois State Bank of Quincy, by George A. Binkert, purchaser at said sale, and said premises not having been redeemed from said sale, said Master on August 23, 1939, executed and delivered a good and sufficient deed conveyed to it the real estate above described in said mortgage and sold by him herein at foreclosure sale.

Order Approving Report of Deed and striking cause from docket entered September 8, 1939.

Charles E. Binkert, as Special
Master in Chancery of Adams
County, Illinois,

to

George A. Binkert

Duplicate Master's Certificate of Sale
Cons. \$9400.00
Dated May 5, 1938
Ack. May 5, 1938, before
John F. Garner, N. P., Adams County,
Illinois,
Filed May 9, 1938
Recorded in G Master's Certificates,
Page 205.

CONVEYS: Lots Number Twenty (20) and Twenty-One (21) in Park Place, Anton Binkert's Addition to the City of Quincy, being a subdivision of a part of the West One-Half ($\frac{1}{2}$) of Section One (1), Township Two (2) South, Range Nine (9) West of the Fourth Principal Meridian, in Adams County, Illinois, subject to redemption according to law.

Recites that it is executed pursuant to sale under Decree of Circuit Court of Adams County, Illinois, rendered March 28, 1938, in cause No. 9561, sale held at public vendue, etc., on April 30, 1938.

Charles E. Binkert as Special
Master in Chancery of Adams
County, Illinois,

to

Illinois State Bank of Quincy,
a Corporation.

Master's Deed
Cons. \$9400.00
Dated August 23, 1939
Ack. August 23, 1939, before
R. N. Volm, N. P.,
Adams County, Illinois.
Filed September 6, 1939
Rec. Book 283 of Deeds, page 2

CONVEYS: Same as Number 3.

Recites that deed is executed and delivered to grantee, as assignee of George A. Binkert who on May 5, 1938, assigned and transferred to grantee all his right, title and interest in and to Master's Certificate of Sale issued in Chancery proceeding #8561.

Illinois State Bank of Quincy,
a Banking Corporation, by F. N.
Casburn, Vice-President;
attest H. J. Butzkueben,
Assistant Cashier;
(Corporate seal attached)

to

Charles E. Binkert

Warranty Deed
Cons. \$10.00
Dated September 6, 1939
Ack. September 6, 1939, before
R. N. Volm, N. P.,
Adams County, Illinois
Filed September 6, 1939
Rec. Book 284 of Deeds, page 413

CONVEYS: Same as Number 3.

Deed recites that it is executed pursuant to authority of its Board of Directors; and in certificate of acknowledgment, F. N. Casburn, as Vice-President, and H. J. Butzkueben as Assistant Cashier, acknowledge execution as such, pursuant to authority given by authority of the Board of Directors of said Corporation.

Taxes for 1942, amounting to Two Hundred Seventy-Three Dollars (\$273.00) are a lien, and are now due and payable. Taxes for 1943 are a lien, but are not yet due and payable.

284-413 in Tax Entry on Feb index - May 17, 1942 - H.P.M.

Widais Still Rec 1111

Binkert 1111

Hoffman 1111

1942 taxes on said lots 20 and 21 - 273

STATE OF ILLINOIS |
COUNTY OF ADAMS | SS

I, Charles L. Bartlett, have examined the tract indexes of the records of instruments recorded in the Recorder's Office of Adams County, Illinois, the record of tax sales effecting the title to the premises described in the caption hereto and certify that since February 7, 1938, at 12:00 o'clock M., there are:

No instruments of record in said Recorder's Office, nor court proceedings had in said court, effecting the title to said premises, except as noted.

No judgments nor transcripts of judgment of record in said County against, nor notices of revenue liens to or against Charles E. Binkert unsatisfied of record, which are liens on said premises, except as noted.

No notices of claims for mechanic's liens filed against said premises which remain unreleased of record, except as noted.

No tax sales or forfeitures of said premises appearing of record which are not marked cancelled, paid or redeemed, except as noted.

This Continuation of Abstract of Title consists of seven pages, numbered in transfers, 1 to 6 inclusive.

Dated at Quincy, Adams County, Illinois, this 14th day of April, A.D., 1943, at 12:00 o'clock M.


ABSTRACTER.

CONTINUATION OF
ABSTRACT OF TITLE

TO

LOT NUMBER TWENTY (20) AND THE WEST ONE HALF
OF LOT NUMBER TWENTY ONE (21) IN PARK PLACE,
ANTON BINKERT'S ADDITION TO THE CITY OF QUINCY,
ADAMS COUNTY, ILLINOIS, BEING A PART OF THE
SUBDIVISION OF A PART OF THE WEST HALF OF SEC-
TION ONE (1) TOWNSHIP TWO (2) SOUTH, RANGE
NINE (9) WEST OF THE FOURTH PRINCIPAL MERIDIAN,
ADAMS COUNTY, ILLINOIS.

Continuation begun the 14th day of April, A.D.
1943 at 12 o'clock noon.