

Patrick Biggins

WARRANTY DEED.

Patrick Biggins

TO

Philip Biggins

STATE OF ILLINOIS,

No. *93067*

Wells County } ss.
I, *Conrad Patge*

Clerk of the Circuit Court, and *ex-officio* Recorder, within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing was filed for record on the *14th* day of *April* A. D. 18*74*, at *4* o'clock *P.* M., and duly recorded in volume *155* of *Deeds* on page *609*.

IN TESTIMONY WHEREOF, I have hereunto set my hand the day and date aforesaid.

Conrad Patge Clerk.

Henry P. Pugh Deputy Clerk.

Culver, Page, Hoyne & Co., Stationers, Chicago.

Entered April 14th 1874
J. B. Hawley

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This Indenture, Made this Eighteenth day of March in the year of our Lord one thousand eight hundred and seventy four, BETWEEN Patrick Biggins "a widower" of the town of DuPage in the county of Will and State of Illinois of the first part, and Philip Biggins his son, of the same place of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Two Thousand Six hundred (\$2,600) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have GRANTED, BARGAINED AND SOLD, and by these presents do GRANT, BARGAIN AND SELL unto the said party of the second part his heirs and assigns, all the following described lot, piece or parcel of land, situated in the town of DuPage in the County of Will and State of Illinois, to wit:

The west half of the North west quarter of Section Thirty Three (33) in Township Thirty seven (37) North, Range Ten (10) East of the third principal Meridian, containing Eighty acres more or less. Subject however to one certain Bond for the Maintenance of the said Patrick Biggins, bearing even date herewith, and also subject to one certain Mortgage given to Mrs Harriet Sager for the sum of One thousand dollars, That the said Bond for Maintenance shall be a first and valid lien against the land herein described, for the faithful performance of all the Conditions therein, and which Bond is signed by the said Philip Biggins as also by James A. Biggins, Catharine Biggins, and Rosanna Biggins.

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 and 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 Patrick Biggins party of the first part, hereby expressly waives, releases, and relinquishes unto the said party of the second part, his heirs, executors, administrators and assigns, all right, title, claim, interest and benefit whatever, in and to the above described premises, and each and every part thereof, which is given by or results from all laws of this State pertaining to the exemption of homesteads.

And the said Patrick Biggins party of the first part, for himself and his heirs, executors and administrators, does 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, and 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 encumbrances of what kind or 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 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.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Patrick ^{his} Biggins
mark



Signed, Sealed and Delivered in Presence of

W. S. Myers
C. T. Sprague

STATE OF ILLINOIS,

Will

COUNTY,

SS.

I, William S. Myers a Notary Public at Lockport

in and for the said County, in the State aforesaid, do hereby certify that Patrick Biggins, of the town of
DePage, County of Will, State of Illinois, "a widower,"

personally known to me as the same person whose name is subscribed to the

foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his

free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this Eighteenth day of March A. D. 1871

William S. Myers

Notary Public

