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**BOX:**

337

**FOLDER:**

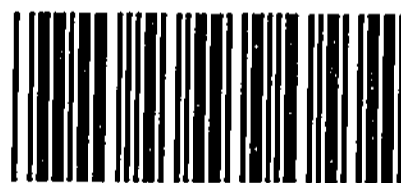
3182

**DESCRIPTION:**

Foster, William R. Jr.

**DATE:**

01/10/89



3182

POOR QUALITY  
ORIGINAL

00009

Witnesses,

Foreman R. H. Wood

Foreman H. Wood

Carl A. Goble

William H. Tolson

J. A. Cornell

Counsel, Lorenzo Temple  
100 Broadway  
Filed 10 day of May 1884

Pleas, Defendants stand mute.  
Open of not guilty entered  
by order of Court Feb 18/98.

THE PEOPLE

vs.

William R. Foster

(2 names)

Prisoner

JOHN R. FELLOWS,

District Attorney.

arrested  
Feb 15/98.

A True Bill.

Lockwood de Forest

Foreman.

pro tem

Bailed Feb 23/98

in \$2,000.

by bail W. H. Elbank

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Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

William R. Foster  
the younger

The Grand Jury of the City and County of New York, by this  
Indictment accuse William R. Foster, the younger

of the crime of Forgery in the first degree —

committed as follows:

The said William R. Foster, the younger,

late of the City of New York, in the County of New York, aforesaid, on the  
eleventh day of December in the year of our Lord one thousand  
eight hundred and eighty-six —, at the City and County aforesaid,

with intent to defraud, feloniously  
did forge a certain deed and indenture  
of mortgage purporting to be the act  
of William L. Stephens and Catharine  
M. Stephens his wife, by which certain  
rights and interests in real property  
purported to be transferred, conveyed,  
charged and affected, which said forged  
deed and indenture of mortgage is  
as follows, that is to say: —

# This Indenture,

made the twelfth day of December in the year one thousand eight hundred and eighty six — **Between** William L. Stephens of the City and State of New York and Catharine M. his wife — parties of the first part, and the

New York Produce Exchange, a corporation existing by and under the laws of the State of New York, and located in the City of New York, party of the second part:

**Whereas**, the said William L. Stephens is justly indebted to the said party of the second part, in the sum of Sixteen thousand

Dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents, in the penal sum of

Thirty two thousand Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of

Sixteen thousand Dollars, lawful money as aforesaid, on the twelfth day of December which will be in the year one thousand eight hundred and eighty seven — with interest thereon, to be computed from the date thereof, at and after the rate of five per cent. per annum, and to be paid semi-annually on the first day of May and November, in each and every year, until the whole of said principal sum be paid, the said principal sum being loaned from the Gratuity Fund of the said Exchange, which said bond also contains an agreement, that should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of thirty days, that then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of Sixteen

thousand Dollars, with all accretage of interest thereon, shall at the option of the said party of the second part, or its legal representatives, become and be due and payable immediately thereafter, although the time limited for the payment thereof may not then have expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding: as by the said bond or obligation, and the condition thereof, and the said agreement therein contained, reference being thereunto had, may more fully appear.

**Now this Indenture Witnesseth**, That the said parties of the said first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, at or before the executing and delivery of these presents, 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, and to its successors and assigns forever, **All** that certain piece, parcel or lot of ground with the buildings thereon erected situate lying & being in the City of New York and bounded and described as follows. Beginning at a point on the Southern side of East-Fifty second Street distant One hundred and ninety seven feet West of the Western line or side of First Avenue, running thence in a Southern direction and at right angles to the said Southern side of Forty sec-

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law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the surplus of the purchase money (if any there shall be), unto the said William L. Stephens his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a preferred lien, both in law and equity, against the said parties of the first part, their heirs, executors, administrators or assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under them or any of them.

And the said William L. Stephens doth further covenant for himself his heirs, executors, administrators or assigns, that he well, during all the time, until the said money secured by these presents shall be fully paid or satisfied, keep the building erected on the said lot of land, insured in and by some incorporated company of good standing, against loss or damage by fire, in at least the sum of Sixteen Thousand dollars, and will assign the policy or policies of such insurance to the said party of the second part, or its legal representatives, so and in such manner and form that it and they shall at all time and times, until the full payment of the said moneys, have and hold the said policy or policies as a collateral and further security, for the payment thereof. And in default of so doing, that the said party of the second part, or its legal representatives, may make such insurance from year to year, in a sum not exceeding Sixteen

thousand dollars for the purposes aforesaid, and pay the premium or premiums thereof; which premium or premiums thus paid, and the interest thereon from the time of payment, the said William L. Stephens doth - covenant as aforesaid to pay to the said party of the second part, or its legal representatives, on demand, and that the same shall be deemed to be secured by these presents and shall be collectible thereupon and thereby in the manner as the said moneys mentioned in the said bond or obligation.

And it is further Agreed, by and between the parties to these presents, that the said parties of the first part, their heirs, executors, administrators or assigns, will pay and discharge all taxes, assessments, or other charges that now are or then, or hereafter shall be levied, assessed or imposed, and become a lien upon the premises above described, or any part thereof; and in default thereof for the space of ninety days after the same shall have become due and payable by law, the said party of the second part, its legal representatives versus or or or assigns, may pay such taxes, assessments, or other charges and expenses, and the amount so paid, and interest thereon from the time of such payment, shall nevertheless be due and payable from the said parties of the first part, their heirs, executors, administrators or assigns, to the said party of the second part, its successors or assigns, and shall be deemed to be secured by these presents, and shall be collectible in the same manner, at the same time, and upon the same conditions as the interest upon the principal sum heretofore mentioned.

And in default of such payment by the said parties of the first part their heirs, executors, administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall, at the option of the said party of the second part, its successors or assigns, immediately become due and payable.

In Witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness my hand and seal this 12th day of June 1880.  
"Wm L. Stephens"  
"John R. Foster Jr."  
"Callum M. Stephens"

place and through a party wall, eight feet and nine inches there running in a westerly direction and parallel with the said southerly side of Forty-second Street twenty-eight feet and thence in a northerly direction and at right angles to the said southerly side of Forty-second Street Ninety-eight feet and nine inches to the said southerly line or side of Forty-second Street and thence along the same in an easterly direction twenty-eight feet to the point or place of beginning, be the said several distances and dimensions more or less. The above described premises are also known by the Street-number as three hundred and forty-two East-Forty-second Street.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and the reversion and reversions, remainders and remainders, rents, issues, and profits thereof. And also, all the estate, right, title, interest, claim and right of land property possession, claim and demand whatsoever, as well in law as in equity, of the said partees of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances.

To have and to hold the above granted and decided premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to its and their own proper use, benefit and behoof forever.

Provided always, and these presents are upon this express condition, that if the said party of the first part, their heirs, executors or administrators, shall well and truly pay unto the said party of the second part, its successors, legal representatives or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and void.

And the said William L. Stephens for himself his heirs, executors and administrators, doth covenant and agree to pay unto the said party of the second part, its successors or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators or assigns therein, at public auction, according to the act in such case made and provided. And as the attorney of the said parties of the first part for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

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County of New York

On this seventh teenth day of December  
in the year one thousand eight hundred and eighty-six — before me personally  
came

William L Stephens and Catherine M. Stephens his wife  
to me known to be the individuals described in and who executed the within instrument, and severally  
acknowledged that he executed the same for the purposes therein mentioned.



"John O'Connell"  
Notary Public

Recorded in the office of the Register N. Y. Co.  
of the City and County of New York in  
Lib. 2120 of Mortgages page 217  
on the 11 day of December A.D. 1886 at  
11 o'clock 5 min A.M.



Witness my hand and Official Seal  
"John Heilly"  
Register

Dec 14 1886

11.5

William L Stephens and  
Catherine M. his wife

TO THE

New York Produce Exchange.

GRATUITY FUND.

Dated December 10 1886.

**Mortgage**

Record & Return to

WILLIAM R. FOSTER, JR.,

COUNSELLOR AT LAW,

NEW YORK.

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State of New York

against the form of the Statute in  
such case made and provided, and  
against the peace of the People of the  
State of New York, and their  
dignity.

Second COUNT.

And the Grand Jury aforesaid, by this indictment, further accuse the said  
William R. Foster the younger  
of the CRIME of Forgery in the first degree

committed as follows:

The said William R. Foster, the younger

late of the City and County aforesaid, afterwards to wit: On the day and in the year aforesaid,  
at the City and County aforesaid, with intent to defraud,  
did feloniously utter, dispose of, and  
put off as true, a certain forged  
deed and indenture of mortgage,  
purporting to be the act of William  
R. Stephens, and Catharine M.  
Stephens, his wife, by which certain  
rights and interests in real property  
purported to be transferred, conveyed,  
charged and affected, which said forged  
deed and indenture of mortgage  
is as follows, that is to say:—

# This Indenture, made the Tenth

— day of

December in the year one thousand eight hundred and eighty six Between William Stephens of the City and State of New York and Catherine M. M's wife — part 1<sup>st</sup> of the first part, and the

New York Produce Exchange, a corporation existing by and under the laws of the State of New York, and located in the City of New York, party of the second part:

Whereas, the said William Stephens is justly indebted to the said party of the second part, in the sum of —

— Sixteen Thousand and

Dollars, lawful money of the United States of America, secured to be paid by — his —  
bond or obligation, bearing even date with these presents, in the penal sum of —

— Six Thousand Dollars,

lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of —

— Sixteen Thousand Dollars,

lawful money as aforesaid, on the Tenth — day of December which will be in the year one thousand eight hundred and Eighty Seven — with interest

thereon, to be computed from the date thereof, at and after the rate of Five per cent. per annum, and to be paid semi-annually on the first day of May and November, in each and every year,

until the whole of said principal sum be paid, the said principal sum being loaned from the

Gratuity Fund of the said Exchange, which said bond also contains an agreement, that should any default be made in the payment of the said interest, or any part thereof, on any day

whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of thirty days, that then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of —

— Sixteen Thousand Dollars, with all arrearage of interest thereon, shall at the

option of the said party of the second part, or its legal representatives, become and be due and payable immediately thereafter, although the time limited for the payment thereof may not then have

expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding:

as by the said bond or obligation, and the condition thereof, and the said agreement therein contained, reference being thereunto had, may more fully appear. Now this Indenture Witnesseth,

That the said part of the said first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to

the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to have in hand paid by the said party of the second part, at or before the executing and delivery of these

presents, 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, and to its successors and assigns forever, All That

Certain piece parcel or lot of ground with the buildings thereon

located, situate, lying and being in the City of New York and

bounded and described as follows: Beginning at a point

on the southerly side of East Forty Second Street distant

One hundred and twenty seven feet West of the West side line or side

of Third Avenue, running thence in a southerly direction,

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These and things a party male, unity right feet and  
these wees, these arriving in a North direction and  
parallel with the line perfectly still of half second and  
that right feet, and these in a north direction and  
at right angles. It is clear, I conclude, that of the  
right angles feet and these wees to the said straight line of right angles  
line and these remain the same in all cases.  
direction North right feet to the point or place of beginning  
between these several distances and directions. These  
are the same observed, however, as above.  
All the these number as these these feet  
the East foot (and) the

Together with all and singular the tenements, hereditaments and appurtenances thereto  
belonging or in anywise appertaining; and the tithes and tenths, tithables and tentables,  
rents, issues, and profits thereof. And also, all the estate, right, title, interest, and profits thereof,  
hereditaments, claim and demand whatsoever, as well in law as in equity, of the said part  
of the first part, or, in, or to the same, and every part, and part thereof, with the appurtenances.  
To have and to hold the above granted and devised premises, with the appurtenances, unto  
the said party of the second part, its successors and assigns, to its and their own proper use, benefit  
and behoof forever. Provided always, and these presents are upon this express condition, that  
if the said part is of the first part, its heirs, executors or administrators, shall well and truly pay  
unto the said party of the second part, its successors, legal representatives or assigns, the said sum of  
money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time  
and in the manner mentioned in the said condition, according to the true intent and meaning  
thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and  
void. And the said William & Elizabeth, for heirs, executors and  
administrators, do covenant and agree to pay unto the said party of the second part, its successors  
or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of  
the said bond. And if default shall be made in the payment of the said sum of money above  
mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from  
thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives  
and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to  
be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said part is,  
of the first part, their heirs, executors, administrators or assigns therein, at public auction, accord-  
ing to the act in such case made and provided. And as the attorney of the said part is, of the  
first part for that purpose by these presents duly authorized, constituted and appointed, to make and  
deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

now for the same, no fee simple, and out of the money arising from such sale, to retain the principal and interest p. p. p. p. p.

from or under them or any of them,

may make such insurance from year to year, in a sum not exceeding £14,000 —  
 Insurance

And: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

*And in default of such payment by the said party of the first part <sup>then</sup> heirs, executors, administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall, at the option of the said party of the second part, its successors or assigns, immediately become due and payable.*

In <sup>the</sup> witness whereof, the said part do herunto set their hands  
and seals the day and year first above written.

**Sealed and Delivered in presence of**

Sealed and Delivered in presence of

(Sigs) Wm. Stephens  
(Sigs) Catherine M. Stephens

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State of New York } ss:  
County of Westchester }  
I, the said William R. Foster, the  
younger, then and there well known  
and being the same to be forged against  
the form of the Statute in such  
case made and provided, and  
against the peace of the People  
of the State of New York and their  
dignity.

On this ~~fourth~~ <sup>fourth</sup> day of December  
in the year one thousand eight hundred and eighty six  
came William R. Foster and Lucian M. H. H. H.  
before me personally  
to me known to be the individuals described in and who executed the within instrument, and personally  
acknowledged that they executed the same for the purposes therein mentioned.

(Signed) William R. Foster  
(Signed) Lucian M. H. H. H.  
Notary Public  
W. H. H.

Remade in the office of the Notary  
of the City and County of New York  
in witness whereof I have hereunto set my hand  
and the seal of my office at the City of New York  
this 11 day of December 1886.

Lucian M. H. H. H.

Dec 11-86 11-5  
William R. Foster and  
Lucian M. H. H. H.

TO THE  
New York Produce Exchange.  
GRATUITY FUND.

Dated December 11 1886.  
**Mortgage**

Witnessed by  
WILLIAM R. FOSTER, Jr.,  
COUNSELLOR AT LAW,  
NEW YORK.

W. H. H. 19

Third COUNT.

And the Grand Jury aforesaid, by this indictment, further accuse the said

William R. Foster, the younger  
of the County of Forgery in the first degree.

committed as follows:

The said William R. Foster, the younger

late of the City and County aforesaid, afterwards to wit: On the day and in the year aforesaid,  
at the City and County aforesaid, with intent to defraud,

did feloniously forge a certain in-  
strument purporting to be the act of  
William R. Stephens and Catharine  
M. Stephens, his wife, by which certain  
rights and interests in real property  
purported to be transferred, conveyed,  
charged and affected, which said  
forged instrument is as follows, that  
is to say:

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It has been discussed

Twenty Five Thousand

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Day 4

Now this Indenture Witnesseth,

and assigns forever,

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five inches, these running in a westerly direction and parallel with the said southerly side of Forty second street eight feet and there in a westerly direction and at right angles to the said southerly side of Forty second street eight feet and there in a westerly direction eight feet and there in a westerly direction twenty eight feet to the point or place of beginning, be the said ~~distance~~ distance and dimensions nine or less by the steel number as three hundred and forty two East Forty second street.

**Together** with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. **And also**, all the estate, right, title, interest, ~~donations~~ property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances. **To have and to hold** the above granted and described premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to its and their own proper use, benefit and behoof forever. **Provided always**, and these presents are upon this express condition, that if the said part is of the first part, ~~his~~ heirs, executors or administrators, shall well and truly pay unto the said party of the second part, its successors, legal representatives or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and void. **And** the said William Chapman for himself, his heirs, executors and administrators, do covenant and agree to pay unto the said party of the second part, its successors or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of the said bond. **And** if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said part is of the first part, ~~his~~ heirs, executors, administrators or assigns therein, at public auction, according to the act in such case made and provided. **And** as the attorney of the said part is of the first part for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

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0024

five weeks, these guaranties in a *Black Book* of  
and *William Stephen* do further covenant for himself his heirs,  
executors, administrators or assigns, that *he* will, during all the time, until the said money secured by  
these presents shall be fully paid or satisfied, keep the *Building* erected on the said lot of land,  
insured in and by some incorporated company of good standing, against loss or damage by fire, in at  
least the sum of *Twenty Thousand* dollars, and will assign the policy or policies of such  
insurance to the said party of the second part, or its legal representatives, so and in such manner and  
form that it and they shall at all time and times, until the full payment of the said moneys,  
have and hold the said policy or policies as a collateral and further security, for the payment thereof.  
And in default of so doing, that the said party of the second part, or its legal representatives,  
may make such insurance from year to year, in a sum not exceeding *Twenty*  
*Thousand* dollars for the purposes aforesaid.

And the said *William Stephen* do further covenant for himself his heirs,  
executors, administrators or assigns, that *he* will, during all the time, until the said money secured by  
these presents shall be fully paid or satisfied, keep the *Building* erected on the said lot of land,  
insured in and by some incorporated company of good standing, against loss or damage by fire, in at  
least the sum of *Twenty Thousand* dollars, and will assign the policy or policies of such  
insurance to the said party of the second part, or its legal representatives, so and in such manner and  
form that it and they shall at all time and times, until the full payment of the said moneys,  
have and hold the said policy or policies as a collateral and further security, for the payment thereof.  
And in default of so doing, that the said party of the second part, or its legal representatives,  
may make such insurance from year to year, in a sum not exceeding *Twenty*  
*Thousand* dollars for the purposes aforesaid.

And it is further Agreed, by and between the parties to these presents, that the said  
party of the first part, *her* heirs, executors, administrators or assigns, will pay and discharge all  
taxes, assessments, or other charges that now are a lien, or hereafter shall be levied, assessed or imposed,  
and become a lien upon the premises above described, or any part thereof; and in default thereof for the  
space of ninety days after the same shall have become due and payable by law, the said party of  
the second part, its legal representatives *hereinafter*  
or assigns, may pay such taxes, assessments, or other charges and expenses, and the amount so paid,  
and interest thereon from the time of such payment, shall forthwith be one and payable from the said  
party of the first part, *her* heirs, executors, administrators or assigns, to the said party of the  
second part, its successors or assigns, and shall be deemed to be secured by these presents, and shall be  
collectible in the same manner, at the same time, and upon the same conditions as the interest upon  
the principal sum heretofore mentioned.

And in default of such payment by the said party of the first part *her* heirs, executors,  
administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall,  
at the option of the said party of the second part, its successors or assigns, immediately become due  
and payable.

In Witness whereof, the said parties of the first part have hereunto set *her* hands  
and seals the day and year first above written.

Witness and Delivered in presence of

(Sd) *Wm Stephen*  
(Sd) *Catherine M Stephen*

0025

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County of New York

On this ~~sevent~~ <sup>eight</sup> day of December in the year one thousand eight hundred and ~~eighty~~ <sup>eighty</sup> five, before me personally came ~~William and Stephen~~ <sup>William and Stephen</sup> and Catherine, his wife

to me known to be the individuals described in and who executed the within instrument, and personally acknowledged that they executed the same for the purposes therein mentioned.

Notary Seal

(Signed) ~~John J. Linnell~~ <sup>John J. Linnell</sup>  
Notary Public  
N.Y.C.

Recorded in the office of the Register of the City and County of New York in the 2120 of Mortgages, page 217 on the 11 day of Dec. A.D. 1886 at 11 o'clock 5 Min. A.M. in presence of ~~my~~ <sup>my</sup> hand & official seal  
(Signed) ~~John J. Linnell~~ <sup>John J. Linnell</sup>

Dec 11 1886  
William and Stephen and  
Catherine, his wife

TO THE  
New York Produce Exchange.

GRATUITY FUND.

Dated Dec 17 1886

Mortgage

~~Charles J. Foster~~ <sup>Charles J. Foster</sup>  
WILLIAM R. FOSTER, JR.,  
COUNSELLOR AT LAW,  
NEW YORK.

GLUED PAGE

0026

County of New York

State of New York

ss:

against the form of the Statute  
in such case made and provided,  
and against the peace of the  
People of the State of New  
York, and their dignity.

of m in the of to in

running in a North

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0027

Fourth COUNT.

And the Grand Jury aforesaid, by this indictment, further accuse the said

William R. Foster, the younger,  
of the Crime of Forgery in the first degree,

committed as follows:

The said William R. Foster, the younger,

late of the City and County aforesaid, afterwards to, wit: On the day and in the year aforesaid,  
at the City and County aforesaid, with intent to defraud,

did feloniously utter, dispose of, and  
put off as true, a certain  
forged instrument, purporting to  
be the act of William S. Stephens  
and Catharine M. Stephens, his wife,  
by which certain rights and interests  
in real property purported to be  
transferred, conveyed, charged and  
affected, which said forged instru-  
ment is as follows, that is to  
say:

# This Indenture,

made the twentieth

day of

December in the year one thousand eight hundred and eighty six **Between**  
William Stephens, of the City and State of New York and  
Esther M. Stephens his wife

parties of the first part, and the  
New York Produce Exchange, a corporation existing by and under the laws of the State of  
New York, and located in the City of New York, party of the second part:

**Whereas**, the said William Stephens is justly indebted to  
the said party of the second part, in the sum of

Eight hundred and eighty Dollars, lawful money of the United States of America, secured to be paid by his certain  
bond for obligation, bearing even date with these presents, in the penal sum of

Eight hundred and eighty Dollars,  
lawful money as aforesaid, for the payment of the said first mentioned sum of

Eight hundred and eighty Dollars,  
lawful money as aforesaid, on the twentieth day of December which  
will be in the year one thousand eight hundred and eighty six with interest  
thereon, to be computed from the date thereof, at and after the rate of five per cent. per annum,  
and to be paid semi-annually on the first day of May and November, in each and every year,  
until the whole of said principal sum be paid, the said principal sum being loaned from the  
Gratuity Fund of the said Exchange, which said bond also contains an agreement, that  
should any default be made in the payment of the said interest, or any part thereof, on any day  
whereon the same is made payable as above expressed, and should the same remain unpaid and in  
arrear for the space of thirty days, that then and from thenceforth, that is to say, after the lapse of  
the said thirty days, the aforesaid principal sum of Eight hundred and eighty

Eight hundred and eighty Dollars, with all arrearage of interest thereon, shall at the  
option of the said party of the second part, or its legal representatives, become and be due and  
payable immediately thereafter, although the time limited for the payment thereof may not then have  
expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding:  
as by the said bond or obligation, and the condition thereof, and the said agreement therein contained,  
reference being thereunto had, may more fully appear.

**Now this Indenture Witnesseth,**

That the said party of the said first part, for the better securing the payment of the said sum of  
money mentioned in the condition of the said bond or obligation, with interest thereon, according to  
the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to him  
in hand paid by the said party of the second part, at or before the executing and delivery of these  
presents, 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, and to its successors and assigns forever, all legal  
certain free, peace or lot of ground with the buildings thereon  
Erected, situated lying and being in the City of New York and  
bounded and described as follows. Beginning at a point  
on the Eastern side of East Forty Second Street, distant One  
Hundred and thirty seven feet North of the North line  
or side of West Avenue, running thence in a Southerly  
direction and at right angles to said Southly side of  
Forty Second Street, and through a party wall Ninty  
Eight feet and nine inches, thence running in a Westly  
direction and parallel with said Southly side of

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0028

law for the same, in fee simple, and out of the money arising from such sale, to return the

Twenty second Street Twenty Eight feet, and, hence  
in a southerly direction and at right angles to the  
said South side of Forty second Street Twenty  
Eight feet and nine inches to the said southerly  
line of side of Forty second Street, and thence along  
the same in an Easterly direction Twenty Eight feet  
to the point or place of beginning, be the said several  
distances and dimensions more or less.

The above described premises are also known  
by the Steel Number as Throckmoller and  
Forty two East Forty second Street.

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

To have and to hold the above granted and described premises, with the appurtenances, unto  
the said party of the second part, its successors and assigns, to its and their own proper use, benefit  
and behoof forever. Provided always, and these presents are upon this express condition, that

if the said part of the first part, the heirs, executors or administrators, shall well and truly pay  
unto the said party of the second part, its successors, legal representatives or assigns, the said sum of  
money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time  
and in the manner mentioned in the said condition, according to the true intent and meaning  
thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and  
void. And the said William L. Chapin for himself, his heirs, executors and  
administrators, do covenant and agree to pay unto the said party of the second part, its successors  
or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of  
the said bond. And if default shall be made in the payment of the said sum of money above  
mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from  
thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives  
and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to  
be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said part or  
of the first part, ~~from~~ heirs, executors, administrators or assigns therein, at public auction, accord-  
ing to the act in such case made and provided. And as the attorney of the said part of the  
first part for that purpose by these presents duly authorized, constituted and appointed, to make and  
deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

# This Indenture, made the 2nd day of

December in the year one thousand eight hundred and eighty six **Between**  
William & Stephen of the City and State of New York and  
Catherine M. M. M. M.  
 New York Produce Exchange, a corporation existing by and under the laws of the State of  
 New York, and located in the City of New York, party of the second part:

**Whereas**, the said William & Stephen is justly indebted to  
 the said party of the second part, in the sum of

Five hundred and  
 Dollars, lawful money of the United States of America, secured to be paid by her certain  
 bond or obligation, bearing every date with these presents, in the penal sum of

Five hundred and  
 Dollars, lawful money as aforesaid, on the 2nd day of December which  
 will be in the year one thousand eight hundred and Eighty Six with interest  
 thereon, to be computed from the date thereof, at and after the rate of five per cent. per annum,  
 and to be paid semi-annually on the first day of May and November, in each and every year,  
 until the whole of said principal sum be paid, the said principal sum being loaned from the  
 Gratuity Fund of the said Exchange, which said bond also contains an agreement, that  
 should any default be made in the payment of the said interest, or any part thereof, on any day  
 whereon the same is made payable as above expressed, and should the same remain unpaid and in  
 arrear for the space of thirty days, that then and from thenceforth, that is to say, after the lapse of  
thirty days, the aforesaid principal sum of Five  
hundred Dollars, with all arrearage of interest thereon, shall at the  
 option of the said party of the second part, or its legal representatives, become and be due and  
 payable immediately thereafter, although the time limited for the payment thereof may not then have  
 expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding:  
 as by the said bond or obligation, and the condition thereof, and the said agreement therein contained,  
 reference being thereunto had, may more fully appear.

**Now this Indenture Witnesseth,**  
 That the said party of the said first part, for the better securing the payment of the said sum of  
 money mentioned in the condition of the said bond or obligation, with interest thereon, according to  
 the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to her  
 in hand paid by the said party of the second part, at or before the executing and delivery of these  
 presents, the receipt whereof is hereby acknowledged, he granted, bargained, sold, aliened, released,  
 conveyed and confirmed, and by these presents, he grant, bargain, sell, alien, release, convey and  
 confirm unto the said party of the second part, and to its successors and assigns forever, all right  
 certain free, peace or lot of ground with the buildings thereon  
 erected, situated lying and being in the City of New York and  
 bounded and described as follows, beginning at a point  
 on the Southern side of East 7th Street, distant one  
 hundred and thirty seven feet West of the Northern line  
 or side of 7th Avenue, running thence in a directly  
 direction and at right angles to the said Southern side of  
 East 7th Street, and through a party wall with  
 eight feet and nine inches, thence running in a Northern  
 direction and parallel with said Southern side of

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0030

law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the

Forty second street, twenty eight feet, and, hence, in a northerly direction and as right angles to the said Southby side of Fort, second street, twenty eight feet and five inches to the said together by line or side of Fort, second street, and thence along the same in an easterly direction, twenty eight feet to the point or place of beginning, be the said several distance and dimensions more or less.

The above described premises are also known by the Steel Number as Three Hundred and forty two East Fort, second street.

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

To have and to hold the above granted and described premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to its and their own proper use, benefit and behoof forever.

Provided always, and these presents are upon this express condition, that if the said part of the first part, the heirs, executors or administrators, shall well and truly pay unto the said party of the second part, its successors, legal representatives or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and void.

And the said William L. Chapman for himself, his heirs, executors and administrators, do covenant and agree to pay unto the said party of the second part, its successors or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of the said bond.

And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said part or of the first part, the heirs, executors, administrators or assigns therein, at public auction, according to the act in such case made and provided. And as the attorney of the said part of the first part for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

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0032

law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the surplus of the purchase money (if any there shall be), unto the said William Stephens, his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said part<sup>ies</sup> of the first part, their heirs, executors, administrators or assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under them or any of them.

And the said William Stephens doth farther covenant for himself, his heirs, executors, administrators or assigns, that he will, during all the time, until the said money secured by these presents shall be fully paid or satisfied, keep the said dwelling erected on the said lot of land, insured in and by some incorporated company of good standing, against loss or damage by fire, in at least the sum of Eighteen Hundred dollars, and will assign the policy or policies of such insurance to the said party of the second part, or its legal representatives, so and in such manner and form that it and they shall at all time and times, until the full payment of the said moneys, have and hold the said policy or policies as a collateral and further security, for the payment thereof.

And in default of so doing, that the said party of the second part, or its legal representatives, may make such insurance from year to year, in a sum not exceeding Eighteen dollars for the purposes aforesaid.

And pay the premium or premiums thereof; which premium or premiums thus paid, and the interest thereon from the time of payment, the said William Stephens doth covenant as aforesaid to pay to the said party of the second part, or its legal representatives, on demand, and that the same shall be deemed to be secured by these presents and shall be collectible thereupon and thereby in like manner as the said moneys mentioned in the said bond or obligation.

And it is further Agreed, by and between the parties to these presents, that the said part<sup>ies</sup> of the first part, their heirs, executors, administrators or assigns, will pay and discharge all taxes, assessments, or other charges that now are a lien, or hereafter shall be levied, assessed or imposed, and become a lien upon the premises above described, or any part thereof; and in default thereof for the space of ninety days after the same shall have become due and payable by law, the said party of the second part, its legal representatives successors or assigns, may pay such taxes, assessments, or other charges and expenses, and the amount so paid, and interest thereon from the time of such payment, shall forthwith be due and payable from the said part<sup>ies</sup> of the first part, their heirs, executors, administrators or assigns, to the said party of the second part, its successors or assigns, and shall be deemed to be secured by these presents, and shall be collectible in the same manner, at the same time, and upon the same conditions as the interest upon the principal sum hereinbefore mentioned.

And in default of such payment by the said part<sup>ies</sup> of the first part their heirs, executors, administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall, at the option of the said party of the second part, its successors or assigns, immediately become due and payable.

In Witness whereof, the said part<sup>ies</sup>, of the first part have hereunto set their hands and seal, the day and year first above written.

(Sig<sup>d</sup>) William Stephens  
(Sig<sup>d</sup>) Catherine Stephens

Sealed and Delivered in presence of

Sig<sup>d</sup> Jm<sup>l</sup> A. J. J.

0033

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State of New York } ss:  
County of New York

On this twelfth day of December  
in the year one thousand eight hundred and Eighty Six before me personally  
came  
William Stephens and Catherine Stephens his wife  
to me known to be the individuals described in and who executed the within instrument, and several  
acknowledged that they executed the same for the purposes therein mentioned.

(Signed) John T. Cornell  
Notary Public

Recorded in the office of the Register  
of the City and County of New York in  
Lib. 2120 of folios page 217  
on the 11 day of Dec. 1886 at  
11 o'clock 5 min. a.m. a.m. *John T. Cornell*  
ago *John T. Cornell*

Prothon  
Notary

Dec 11-88  
William L. Stephens  
Catherine Stephens his wife

TO THE  
New York Produce Exchange.  
GRATUITY FUND.

Dated Dec 10 1888

Mortgage

*William R. Foster, Jr.*  
WILLIAM R. FOSTER, JR.,  
COUNSELLOR AT LAW,  
NEW YORK.

0034

GLUED PAGE

law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money (if any there shall be), unto the said William Stephens, his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said parties of the first part, their heirs, executors, administrators or assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under them or any of them.

And the said William Stephens doth further covenant for himself, his heirs, executors, administrators or assigns, that he will, during all the time, until the said money secured by these presents shall be fully paid or satisfied, keep the said land lying coted on the said lot of land, insured in and by some incorporating company of good standing, against loss or damage by fire, in at least the sum of Five thousand dollars, and will assign the policy or policies of such insurance to the said party of the second part, or its legal representatives, so and in such manner and form that it and they shall at all time and times, until the full payment of the said moneys, have and hold the said policy or policies as a collateral and further security, for the payment thereof.

And in default of so doing, that the said party of the second part, or its legal representatives, may make such insurance from year to year, in a sum not exceeding Five dollars for the purposes aforesaid.

And pay the premium or premiums thereof; which premium or premiums thus paid, and the interest thereon from the time of payment, the said William Stephens doth covenant as aforesaid to pay to the said party of the second part, or its legal representatives, on demand, and that the same shall be deemed to be secured by these presents and shall be collectible thereupon and thereby in like manner as the said moneys mentioned in the said bond or obligation.

And it is further Agreed, by and between the parties to these presents, that the said party of the first part, their heirs, executors, administrators or assigns, will pay and discharge all taxes, assessments, or other charges that now are a lien, or hereafter shall be levied, assessed or imposed, and become a lien upon the premises above described, or any part thereof; and in default thereof for the space of ninety days after the same shall have become due and payable by law, the said party of the second part, its legal representatives Successors or assigns, may pay such taxes, assessments, or other charges and expenses, and the amount so paid, and interest thereon from the time of such payment, shall forthwith be due and payable from the said party of the first part, their heirs, executors, administrators or assigns, to the said party of the second part, its successors or assigns, and shall be deemed to be secured by these presents, and shall be collectible in the same manner, at the same time, and upon the same conditions as the interest upon the principal sum hereinbefore mentioned.

And in default of such payment by the said parties of the first part their heirs, executors, administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall, at the option of the said party of the second part, its successors or assigns, immediately become due and payable.

In Witness whereof, the said parties of the first part have hereto set their hands and seal, the day and year first above written.

Sealed and Delivered in presence of

(Sig<sup>d</sup>) William Stephens  
(Sig<sup>d</sup>) Catherine Stephens

0035

GLUED PAGE

State of New York  
County of New York

55:

On this seventeenth day of December  
in the year one thousand eight hundred and Eighty Six  
came William L. Stephens and Catherine Stephens his wife  
to me known to be the individuals decided in and who executed the within instrument, and several  
acknowledged that they executed the same for the purposes therein mentioned.

(Signed) John T. Cornell  
Notary Public

Recorded in the office of the Register  
of the City and County of New York in  
Lib. 2120 of folios page 217

on the 11 day of Dec. 1886 at  
11 o'clock 5 min. A. M. John T. Cornell  
Notary Public

Dec 11-88  
William L. Stephens  
Catherine Stephens his wife

TO THE  
New York Produce Exchange.  
GRATUITY FUND.

Dated Dec 10 1886

**Mortgage**

William L. Stephens  
WILLIAM E. FOSTER, JR.,  
COUNSELLOR AT LAW,  
NEW YORK.

Statement of N. 1.

He the said William R. Foster, the  
younger, then, and there well knowing  
the same to be forged, against the  
form of the Statute in such case  
made and provided, and against  
the peace of the People of the State  
of New York, and their dignity.

John R. Fellows,  
District Attorney.

0036

NEW YORK.

COUNSELLOR AT LAW,

WILLIAM R. FOSTER, JR.,

*William R. Foster, Jr.*

Bk. Oct 28/97

No 6 New York City

Counsel, Lorenzo Temple  
160 Broadway

Filed 10 day of July 1889

Pleas, Defendant stands mute

by order of Court. July 10/89.

THE PEOPLE

vs. P

William R. Foster, Jr.

(2 cases)

Exhibit

JOHN R. FELLOWS,

District Attorney.

Jan 15/98.

1889

Part 13

June 13

A True Bill

Lockwood de Treut

Foreman.

Pro ten

0038

Court of General Sessions of the Peace

OF THE CITY AND COUNTY OF NEW YORK.

THE PEOPLE OF THE STATE OF NEW YORK,

against

William A. Foster  
The younger

The Grand Jury of the City and County of New York, by this

Indictment accuse William A. Foster the younger

of the crime of Forgery in the first degree, —

committed as follows:

The said William A. Foster the younger,

late of the City of New York, in the County of New York, aforesaid, on the

Xth day of July, in the year of our Lord one thousand  
eight hundred and eighty-seven, —, at the City and County aforesaid,

with intent to defraud, feloniously  
did forge a certain deed and indenture  
of mortgage purporting to be the  
act of Henry Hermann and Marie  
Hermann his wife, by which certain  
rights and interests in real property  
purported to be transferred, conveyed,  
charged and affected, which said  
forged deed and indenture of  
mortgage is as follows, that is  
to say: —

**This Indenture**, made the *twenty sixth* - day of *July* - in the year one thousand eight hundred and eighty seven **Between** *Henry Hermann of the City, County and State of New York,* and *Marie his wife* - parties of the first part, and the **New York Produce Exchange**, a corporation existing by and under the laws of the State of New York, and located in the City of New York, party of the second part: -

**Whereas**, the said *Henry Hermann* is - justly indebted to the said party of the second part, in the sum of *Sixteen thousand* Dollars, lawful money of the United States of America, secured to be paid by - his - certain bond or obligation, bearing even date with these presents, in the penal sum of *Thirty two thousand* Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of *Sixteen thousand* Dollars, lawful money as aforesaid, on the *twenty sixth* - day of *July* - which will be in the year one thousand eight hundred and *eighty eight* - with interest thereon, to be computed from the date thereof, at and after the rate of *five* per cent. per annum, and to be paid semi-annually on the first day of *May* and *November*, in each and every year, until the whole of said principal sum be paid, the said principal sum being loaned from the **Gratuity Fund** of the said Exchange, which said bond also contains an agreement, that should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of thirty days, that then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of *Sixteen thousand* Dollars, with all arrearage of interest thereon, shall at the option of the said party of the second part, or its legal representatives, become and be due and payable immediately thereafter, although the time limited for the payment thereof may not then have expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding: as by the said bond or obligation, and the condition thereof, and the said agreement therein contained, reference being thereunto had, may more fully appear. **Now this Indenture Witnesseth**, That the said parties of the said first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, at or before the enrolling and delivery of these presents, 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, and to its successors and assigns forever, **All** that certain lot-piece or parcel of land with the building thereon situated lying and being in the City of New York and bounded and described as follows to wit: Beginning at a point on the Northernly side or line of East Twenty eighth Street; distant One hundred and seventy five feet West of Second Avenue, running thence in a Northernly direction and parallel with said Second

Annex, ninety-eight feet and nine inches, thence Westerly and parallel with said East-Twenty-eighth Street, twenty-five feet and thence in a Southerly direction and parallel with Second Annex Ninety-eight feet and nine inches to a point - on the Northerly line or side of said East-Twenty-eighth Street, and thence in an easterly direction and along the said Northerly line or side of said East-Twenty-eighth Street - twenty-five feet - to the point - or place of beginning, be the said dimensions more or less. The said premises being known by the Street number as Two hundred and thirty-five East-Twenty-eighth Street.

**Together** with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and the reversion and reversions, remainders and remainders, rents, issues, and profits thereof. **And also**, all the estate, right, title, interest, power and right of power property possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances. **To have and to hold** the above granted and described premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to its and their own proper use, benefit and behoof forever. **Provided always**, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators, shall well and truly pay unto the said party of the second part, its successors, legal representatives or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and void. **And** the said Henry Hermann - for himself his heirs, executors and administrators, do covenant and agree to pay unto the said party of the second part, its successors or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of the said bond. **And** if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators or assigns therein, at public auction, according to the act in such case made and provided. **And** as the attorney of the said parties of the first part for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the surplus of the purchase money (if any there shall be), unto the said Henry Stemann his heirs, administrators, executors, assigns, and against the said parties of the first part, their heirs, administrators, both in law and equity, against the said parties of the first part, their heirs, administrators, as assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under them or any of them.

**And the said Henry Stemann** further covenant for himself his heirs, executors, administrators or assigns, that he will, during all the time, until the said money secured by these presents shall be fully paid or satisfied, keep the **Endowment** erected on the said lot of land, insured in and by some incorporated company of good standing, against loss or damage by fire, in at least the sum of **Five thousand** dollars, and will assign the policy or policies of such insurance to the said party of the second part, or its legal representatives, so and in such manner and form that it and they shall at all time and times, until the full payment of the said moneys, have and hold the said policy or policies as a collateral and further security, for the payment thereof. **And in default of so doing**, that the said party of the second part, or its legal representatives, may make such insurance from year to year, in a sum not exceeding **Sixteen** dollars for the purposes aforesaid.

and pay the premium or premiums thereof; which premium or premiums thus paid, and the interest thereon from the time of payment, the said Henry Stemann do covenants as aforesaid to pay to the said party of the second part, or its legal representatives, on demand, and that the same shall be secured by these presents and shall be collectible thereupon and thereby in like manner as the said moneys mentioned in the said bond or obligation.

**And it is further Agreed**, by and between the parties to these presents, that the said parties of the first part, their heirs, executors, administrators or assigns, will pay and discharge all taxes, assessments, or other charges that now are a lien, or hereafter shall be levied, assessed or imposed, and become a lien upon the premises above described, or any part thereof; and in default thereof for the space of ninety days after the same shall have become due and payable by law, the said party of the second part, its legal representatives

and interest thereon from the time of such payment, shall forthwith be due and payable from the said parties of the first part, their heirs, executors, administrators or assigns, to the said party of the second part, its successors or assigns, and shall be deemed to be secured by these presents, and shall be collectible in the same manner, at the same time, and upon the same conditions as the interest upon the principal sum heretofore mentioned.

**And in default of such payment** by the said party of the first part, their heirs, executors, administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall, at the option of the said party of the second part, its successors or assigns, immediately become due and payable.

**In Witness whereof**, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in presence of

*John P. Gately*

*H. Stemann*

*Marie Stemann*

State of New York }  
County of New York } ss:

On this twenty sixth day of - July -  
in the year one thousand eight hundred and eighty seven - before me personally  
came Henry Hermann and Marie Hermann his wife -

to me known to be the individual described in and who executed the within instrument, and  
acknowledged that They executed the same for the purposes therein mentioned.

notary's  
seal

"John O'Connell"

Notary Public

N. Y. Co.

Recorded in the Office of the Register  
of the City and County of New York in  
Lib. 2212 of Mortgages, page 219 on the  
27 day of July A.D. 1887 at 10  
o'clock 20 min A.M.

Register's  
seal

Witness my hand and official seal  
"James J. Slevin"  
Register

July 27<sup>1887</sup> 10-20

Henry Hermann and  
Marie his wife

160  
TO THE  
New York Produce Exchange.

GRATUITY FUND.

Dated July 26<sup>th</sup> 1887

Mortgage

Recd Return to  
WILLIAM R. FOSTER, JR.,

COUNSELLOR AT LAW,

NEW YORK.

424 Produce Exchange

32

0043

against the form of the Statute  
in such case made and provided,  
and against the peace of the People  
of the State of New York, and their  
descendants.

0044

Second COUNT.

And the Grand Jury aforesaid, by this indictment, further accuse the said

*William A. Foster the younger*  
of the CRIME of *Forgery in the first degree,* —

committed as follows:

The said *William A. Foster the younger,*

late of the City and County aforesaid, afterwards to wit: On the day and in the year aforesaid,  
at the City and County aforesaid, *with intent to defraud,*

*did feloniously utter, dispose of*  
*and put off as true, a certain*  
*forged deed and indenture of*  
*mortgage purporting to be made*  
*by Henry Hermann, and Marie*  
*Hermann his wife, by which certain*  
*rights and interests in real property*  
*purported to be transferred, conveyed*  
*assigned and affected, which said*  
*forged deed and indenture of*  
*mortgage is as follows, to wit:*  
*to say: —*

**This Indenture,** made the *twenty-sixth* — day of *July* — in the year one thousand eight hundred and eighty seven **Between** *Henry Hermann of the City of New York and State of New York and Marie his wife* — parties of the first part, and the **New York Produce Exchange,** a corporation existing by and under the laws of the State of New York, and located in the City of New York, party of the second part:

**Whereas,** the said *Henry Hermann* is — justly indebted to the said party of the second part, in the sum of

*Sixteen thousand* — Dollars, lawful money of the United States of America, secured to be paid by — his — certain bond or obligation, bearing even date with these presents, in the penal sum of

*Thirty-two thousand* — Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of

*Sixteen thousand* — Dollars, lawful money as aforesaid, on the *twenty-sixth* — day of *July* — which will be in the year one thousand eight hundred and — *eighty-eight* — with interest thereon, to be computed from the date thereof, at and after the rate of *five* per cent. per annum, and to be paid semi-annually on the first day of *May* and *November*, in each and every year, until the whole of said principal sum be paid, the said principal sum being loaned from the **Gratuity Fund** of the said Exchange, which said bond also contains an agreement, that should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of thirty days, that then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of *Sixteen thousand* — Dollars, with all arrearage of interest thereon, shall at the option of the said party of the second part, or its legal representatives, become and be due and payable immediately thereafter, although the time limited for the payment thereof may not then have expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding: as by the said bond or obligation, and the condition thereof, and the said agreement therein contained, reference being thereunto had, may more fully appear. **Now this Indenture Witnesseth,**

That the said parties of the said first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, at or before the enrolling and delivery of these presents, 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, and to its successors and assigns forever, **All** that certain lot piece or parcel of land with the building thereon situated lying and being in the City of New York and bounded and described as follows to wit: Beginning at a point on the northerly side or line of *East Twenty-eighth Street* distant *One hundred and seventy-five feet* more or less of *Second Avenue*, running thence in a northerly direction and parallel with said *Second*

Commence, ninety-eight feet and nine inches; thence westerly and parallel with said East-Twenty-eighth Street, twenty-five feet and thence in a southerly direction and parallel with Second Avenue ninety-eight feet and nine inches to a point on the northerly line or side of said East-Twenty-eighth Street; and thence in an easterly direction and along the said northerly line or side of said East-Twenty-eighth Street, twenty-five feet to the point or place of beginning, be the said dimensions more or less. The said premises being known by the street number as Five hundred and thirty-five East-Twenty-eighth Street.

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**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**, all the estate, right, title, interest, claim and right of claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances. **To have and to hold** the above granted and described premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to its and their own proper use, benefit and behoof forever. **Provided always**, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators, shall well and truly pay unto the said party of the second part, its successors, legal representatives or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and void. **And** the said Henry Hermann for himself his heirs, executors and administrators, do covenant and agree to pay unto the said party of the second part, its successors or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of the said bond. **And** if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators or assigns therein, at public auction, according to the act in such case made and provided. **And** as the attorney of the said parties of the first part for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money (if any there shall be), unto the said Henry Hermann his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said part of the first part, their heirs, executors, administrators or assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under them or any of them.

And the said Henry Hermann further covenant for himself his heirs, executors, administrators or assigns, that he will, during all the time, until the said money secured by these presents shall be fully paid or satisfied, keep the building erected on the said lot of land, insured in and by some incorporated company of good standing, against loss or damage by fire, in at least the sum of Sixteen Thousand dollars, and will assign the policy or policies of such insurance to the said party of the second part, or its legal representatives, so and in such manner and form that it and they shall at all time and times, until the full payment of the said moneys, have and hold the said policy or policies as a collateral and further security, for the payment thereof.

And in default of so doing, that the said party of the second part, or its legal representatives, may make such insurance from year to year, in a sum not exceeding Sixteen thousand dollars for the purposes aforesaid, and pay the premium or premiums therefor; which premium or premiums thus paid, and the interest thereon from the time of payment, the said Henry Hermann does covenant as aforesaid to pay to the said party of the second part, or its legal representatives, on demand, and that the same shall be deemed to be secured by these presents and shall be collectible thereupon and thereby in like manner as the said moneys mentioned in the said bond or obligation.

And it is further Agreed, by and between the parties to these presents, that the said parties of the first part, their heirs, executors, administrators or assigns, will pay and discharge all taxes, assessments, or other charges that now are a lien, or hereafter shall be levied, assessed or imposed, and become a lien upon the premises above described, or any part thereof; and in default thereof for the space of ninety days after the same shall have become due and payable by law, the said party of the second part, its legal representatives successors or assigns, may pay such taxes, assessments, or other charges and expenses, and the amount so paid, and interest thereon from the time of such payment, shall forthwith be due and payable from the said parties of the first part, their heirs, executors, administrators or assigns, to the said party of the second part, its successors or assigns, and shall be deemed to be secured by these presents, and shall be collectible in the same manner, at the same time, and upon the same conditions as the interest upon the principal sum hereinbefore mentioned.

And in default of such payment by the said parties of the first part their heirs, executors, administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall, at the option of the said party of the second part, its successors or assigns, immediately become due and payable.

In Witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in presence of

"Mr R. Foster Jr."

"H. Hermann"

"Marie Herman"

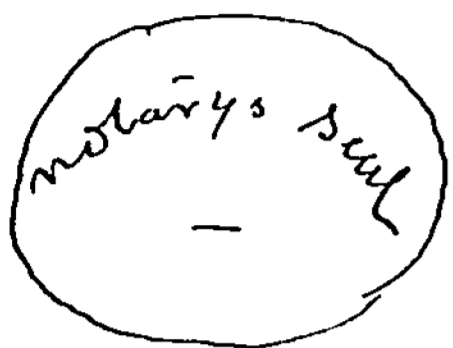
State of New York

County of New York

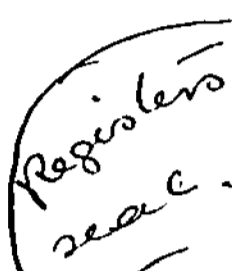
ss:

On this twenty-sixth day of - July -  
in the year one thousand eight hundred and eighty-seven - before me personally  
came Henry Hermann and Marie Hermann his wife

to me known to be the individual described in and who executed the within instrument, and  
acknowledged that they executed the same for the purposes therein mentioned.



"John O'Connell"  
Notary Public  
N. Y. Co.



Recorded in the Office of the Register  
of the City and County of New York in  
Lib. 2212 of Mortgages, page 219 on the  
27. day of July A.D. 1887 at 10  
o'clock 20 min A.M.

Witness my hand and Official seal,

"James J. Stern"  
Register

July 27 1887 16-20

Henry Hermann and  
Marie his wife

160

TO THE

New York Produce Exchange.

GRATUITY FUND.

Dated July 26<sup>th</sup> 1887

Mortgage

Record Return to

WILLIAM R. FOSTER, JR.,

E. P. D.

COUNSELLOR AT LAW,

NEW YORK.

424 Produce Exchange

32-



COUNT

And the Grand Jury aforesaid, by this indictment, further accuse the said William A. Graham the defendant in the crime of Forgery in the first degree, —

committed as follows:

The said William D. Starker the undersigned

late of the City and County aforesaid, afterwards to wit: On the day and in the year aforesaid, at the City and County aforesaid, with intent the said bonds, did I John and I agree, or certain intent, conveyed to the said John and I, my heirs and assigns forever, this right, the said certain right and interest in and several parcels of the said lands, conveyed unto the said John and I, my heirs and assigns forever, which said bonds intended is as follows, that is to say:

# This Indenture,

made the *Twenty Sixth* day of *July* in the year one thousand eight hundred and eighty seven **Between** *Henry Hermann of the City County and State of New York and Marie his wife* parties of the first part, and the **New York Produce Exchange**, a corporation existing by and under the laws of the State of New York, and located in the City of New York, party of the second part:

**Whereas**, the said *Henry Hermann* is *justly* indebted to the said party of the second part, in the sum of

*Sixteen Thousand* Dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents, in the penal sum of

*Twenty Five Thousand* Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of

*Sixteen Thousand* Dollars, lawful money as aforesaid, on the *Twenty Sixth* day of *July* which will be in the year one thousand eight hundred and *Eighty Eight* with interest thereon, to be computed from the date thereof, at and after the rate of *Five* per cent. per annum, and to be paid semi-annually on the first day of May and November, in each and every year, until the whole of said principal sum be paid, the said principal sum being loaned from the Gratuity Fund of the said Exchange, which said bond also contains an agreement, that should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of thirty days, that then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of *Sixteen*

*Thousand* Dollars, with all arrearage of interest thereon, shall at the option of the said party of the second part, or its legal representatives, become and be due and payable immediately thereafter, although the time limited for the payment thereof may not then have expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding: as by the said bond or obligation, and the condition thereof, and the said agreement therein contained, reference being thereunto had, may more fully appear. **Now this Indenture Witnesseth,**

That the said part of the said first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to him in hand paid by the said party of the second part, at or before the enacting and delivery of these presents, 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, and to its successors and assigns forever, **All** that

*Certain lot piece or parcel of land with the building thereon erected, situated lying and being in the City of New York, and bounded and described as follows to wit: Beginning at a point on the Northern side of line of East Twenty Eighth Street, distant one Hundred and Seventy five feet West of Second Avenue running there in a Northern direction, and parallel with said Avenue*

Avenue thirty eight feet and nine inches, thence  
Westly and parallel with said East Twenty Eight Street  
twenty five feet, and thence in a Southly direction  
and parallel with second Avenue thirty Eight  
feet and nine inches to a point on the Northly  
side or line of East Twenty Eight Street, and thence  
in an Eastly direction and along the said Northly  
line or side of said East Twenty Eight Street twenty  
five feet to the Point or Place of beginning, be the  
said dimensions more or less.

The said premises being known by the Subj  
Number as two Hundred and thirty five East Twenty  
Eight Street

**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,** all the estate, right, title, interest, claim and right of power  
property possession, claim and demand whatsoever, as well in law as in equity, of the said part  
of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances.

**To have and to hold** the above granted and described premises, with the appurtenances, unto  
the said party of the second part, its successors and assigns, to its and their own proper use, benefit  
and behoof forever. **Provided always,** and these presents are upon this express condition, that

if the said party of the first part, ~~the~~ heirs, executors or administrators, shall well and truly pay  
unto the said party of the second part, its successors, legal representatives or assigns, the said sum of  
money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time  
and in the manner mentioned in the said condition, according to the true intent and meaning  
thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and  
void. **And** the said ~~Henry Sherman~~ for himself ~~his~~ heirs, executors and

administrators, do covenant and agree to pay unto the said party of the second part, its successors  
or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of  
the said bond. **And** if default shall be made in the payment of the said sum of money above  
mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from  
thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives  
and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to  
be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said part ~~of~~  
of the first part, ~~the~~ heirs, executors, administrators or assigns therein, at public auction, accord-  
ing to the act in such case made and provided. **And** as the attorney of the said party of the  
first part for that purpose by these presents duly authorized, constituted and appointed, to make and  
deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, reserving the overplus of the purchase money (if any there shall be), unto the said Henry Hermann heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said party of the first part, ~~the~~ heirs, executors, administrators or assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under them or any of them.

And the said Henry Hermann further covenant for himself ~~his~~ heirs, executors, administrators or assigns, that he will, during all the time, until the said money secured by these presents shall be fully paid or satisfied, keep the Building erected on the said lot of land, insured in and by some incorporated company of good standing, against loss or damage by fire, in at least the sum of Fifteen Thousand dollars, and will assign the policy or policies of such insurance to the said party of the second part, or its legal representatives, so and in such manner and form that it and they shall at all time and times, until the full payment of the said moneys, have and hold the said policy or policies as a collateral and further security, for the payment thereof.

And in default of so doing, that the said party of the second part, or its legal representatives, may make such insurance from year to year, in a sum not exceeding Sixteen Thousand dollars for the purposes aforesaid, and pay the premium or premiums therefor; which premium or premiums thus paid, and the interest thereon from the time of payment, the said Henry Hermann does covenant as aforesaid to pay to the said party of the second part, or its legal representatives, on demand, and that the same shall be deemed to be secured by these presents and shall be collectible thereupon and thereby in like manner as the said moneys mentioned in the said bond or obligation.

And it is further Agreed, by and between the parties to these presents, that the said party of the first part, ~~the~~ heirs, executors, administrators or assigns, will pay and discharge all taxes, assessments, or other charges that now are a lien, or hereafter shall be levied, assessed or imposed, and become a lien upon the premises above described, or any part thereof; and in default thereof for the space of ninety days after the same shall have become due and payable by law, the said party of the second part, its legal representatives or assigns, may pay such taxes, assessments, or other charges and expenses, and the amount so paid, and interest thereon from the time of such payment, shall forthwith be due and payable from the said party of the first part, ~~the~~ heirs, executors, administrators or assigns, to the said party of the second part, its successors or assigns, and shall be deemed to be secured by these presents, and shall be collectible in the same manner, at the same time, and upon the same conditions as the interest upon the principal sum hereinbefore mentioned.

And in default of such payment by the said party of the first part ~~the~~ heirs, executors, administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall, at the option of the said party of the second part, its successors or assigns, immediately become due and payable.

In Witness whereof, the said parties of the first part have hereto set ~~their~~ hands and seals this day and year first above written.

Scaled and Delivered in presence of

(Sg'd) Wm. A. Smith

(Sg'd)

H. Hermann  
(Sg'd) Marie Hermann

State of *New York*  
County of *New York* } ss:

On this *twenty seventh* day of *July*  
in the year one thousand eight hundred and *Eighty Seven*  
came

*Henry Hermann & allane his wife*  
to me known to be the individual described in and who executed the within instrument, and  
acknowledged that they executed the same for the purposes therein mentioned.

*Notary Seal*

*(Sgd) John J. Connel*  
*Notary Public*  
*W. J. C.*

*Register Seal*

Recorded in the office of the Register  
of the City and County of New York on  
Liber 2212 of mortgages page 219 on the  
27 day of July A.D. 1887 at 10.  
Witness my hand & official Seal  
*James J. Spring*  
Register

*Jul 27 1887. 10-20*

*Henry Hermann and*  
*allane his wife*

TO THE

New York Produce Exchange.

GRATUITY FUND.

Dated *July 26 1887*

**Mortgage**

*Recd & Retd to*  
WILLIAM R. FOSTER, JR.,  
COUNSELLOR AT LAW,  
NEW YORK.

*424 Produce Exchange*

0055

against the Government of the State  
in order to be made and provided,  
and against the people of the  
State of the State of New York,  
and their progeny;

.....COUNT.

And the Grand Jury aforesaid, by this indictment, further accuse the said William G. Archer the defendant in *Treason* in the first degree, — of the Crime of *Treason* in the first degree, —

committed as follows:

The said William C. Fisher the younger,

[illegible]

# This Indenture,

made the *Twenty Sixth* day of *July* in the year one thousand eight hundred and eighty seven. **Between** *Henry Hermann of the City of New York* and *Charles W. Smith* part of the first part, and the New York Produce Exchange, a corporation existing by and under the laws of the State of New York, and located in the City of New York, party of the second part:

**Whereas**, the said *Henry Hermann* is justly indebted to the said party of the second part, in the sum of

*Sixteen* Dollars, lawful money of the United States of America, secured to be paid by the said party of the second part, in the penal sum of

*Twenty* Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of

*Sixteen* Dollars, lawful money as aforesaid, on the *Twenty Sixth* day of *July* which will be in the year one thousand eight hundred and *Eighty Eight* with interest thereon, to be computed from the date thereof, at and after the rate of *Five* per cent. per annum, and to be paid semi-annually on the first day of May and November, in each and every year, until the whole of said principal sum be paid, the said principal sum being loaned from the Gratuity Fund of the said Exchange, which said bond also contains an agreement, that should any default be made in the payment of the said interest, or any part thereof, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of thirty days, that then and from thenceforth, that is to say, after the lapse of the said thirty days, the aforesaid principal sum of

*Sixteen* Dollars, with all arrearage of interest thereon, shall at the option of the said party of the second part, or its legal representatives, become and be due and payable immediately thereafter, although the time limited for the payment thereof may not then have expired, anything in the said bond contained to the contrary thereof in anywise notwithstanding: as by the said bond or obligation, and the condition thereof, and the said agreement therein contained, reference being thereunto had, may more fully appear. **Now this Indenture Witnesseth,**

That the said party of the said first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, at or before the enrolling and delivery of these presents, 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, and to its successors and assigns forever, **All** That

*Certain*, lot, piece, or parcel of land with the buildings thereon situated, lying and being in the City of New York and bounded and described as follows: to wit - *Beginning at a point on the Northern Side or line of East Twenty Eighth Street distant One Hundred & Seventy Five Feet West of Second Avenue, running thence in*

act North by direction and parallel with Second Avenue  
thirty eight feet and nine inches, thence West by and parallel  
with said East Twenty Eighth Street twenty five feet and  
thence in a Southern direction and parallel with Second  
Avenue thirty eight feet and nine inches to a point on  
North by line or side of said East Twenty Eighth Street  
and thence in an Easterly direction and along the same  
thirty five feet to the point of beginning, the side  
dimensions more or less. The said premises shall be  
by the street number as First Hundred No. 100, running  
East Twenty Eighth Street.

**Together** with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging or in anywise appertaining; and the reversion and reversions, remainders and remainders,  
rents, issues, and profits thereof. **And also,** all the estate, right, title, interest, ~~and all right~~ <sup>and all right</sup> ~~of the~~  
property possession, claim and demand whatsoever, as well in law as in equity, of the said part ~~is~~  
of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances.  
**To have and to hold** the above granted and described premises, with the appurtenances, unto  
the said party of the second part, its successors and assigns, to its and their own proper use, benefit  
and behoof forever. **Provided always,** and these presents are upon this express condition, that  
if the said part ~~is~~ of the first part, their heirs, executors or administrators, shall well and truly pay  
unto the said party of the second part, its successors, legal representatives or assigns, the said sum of  
money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time  
and in the manner mentioned in the said condition, according to the true intent and meaning  
thereof, that then these presents and the estate hereby granted, shall cease, determine, and be null and  
void. **And** the said Henry Hermann for himself, his heirs, executors and  
administrators, do covenant and agree to pay unto the said party of the second part, its successors  
or assigns, the said sum of money and interest, as above mentioned, and expressed in the condition of  
the said bond. **And** if default shall be made in the payment of the said sum of money above  
mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from  
thenceforth it shall be lawful for the said party of the second part, its successors, legal representatives  
and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to  
be, and to sell, and dispose of the same, and all benefit and equity of redemption of the said part ~~is~~  
of the first part, their heirs, executors, administrators or assigns therein, at public auction, accord-  
ing to the act in such case made and provided. **And** as the attorney of the said part ~~is~~ of the  
first part for that purpose by these presents duly authorized, constituted and appointed, to make and  
deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the

law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase money (if any there shall be), unto the said Henry Hermann his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said part is of the first part, their heirs, executors, administrators or assigns, and against all other persons claiming or to claim the premises, or any part thereof, by, from or under them or any of them.

And the said Henry Hermann further covenants for himself, his heirs, executors, administrators or assigns, that he will, during all the time, until the said money secured by these presents shall be fully paid or satisfied, keep the Building erected on the said lot of land, insured in and by some incorporated company of good standing, against loss or damage by fire, in at least the sum of Sixteen Thousand dollars, and will assign the policy or policies of such insurance to the said party of the second part, or its legal representatives, so and in such manner and form that it and they shall at all time and times, until the full payment of the said moneys, have and hold the said policy or policies as a collateral and further security, for the payment thereof. And in default of so doing, that the said party of the second part, or its legal representatives, may make such insurance from year to year, in a sum not exceeding Sixteen dollars for the purposes aforesaid, and pay the premium or premiums therefor; which premium or premiums thus paid, and the interest thereon from the time of payment, the said Henry Hermann does covenant as aforesaid to pay to the said party of the second part, or its legal representatives, on demand, and that the same shall be deemed to be secured by these presents and shall be collectible thereupon and thereby in like manner as the said moneys mentioned in the said bond or obligation.

And it is further Agreed, by and between the parties to these presents, that the said part is of the first part, their heirs, executors, administrators or assigns, will pay and discharge all taxes, assessments, or other charges that now are a lien, or hereafter shall be levied, assessed or imposed, and become a lien upon the premises above described, or any part thereof; and in default thereof for the space of ninety days after the same shall have become due and payable by law, the said party of the second part, its legal representatives Successors or assigns, may pay such taxes, assessments, or other charges and expenses, and the amount so paid, and interest thereon from the time of such payment, shall forthwith be due and payable from the said part is of the first part, their heirs, executors, administrators or assigns, to the said party of the second part, its successors or assigns, and shall be deemed to be secured by these presents, and shall be collectible in the same manner, at the same time, and upon the same conditions as the interest upon the principal sum hereinbefore mentioned.

And in default of such payment by the said part is of the first part their heirs, executors, administrators or assigns, the whole of the principal sum and interest secured by this mortgage shall, at the option of the said party of the second part, its successors or assigns, immediately become due and payable.

In Witness whereof, the said part is of the first part have hereunto set their hands and seal the day and year first above written.

Sealed and Delivered in presence of

(Sig) Wm R Foster Jr.

(Sig) Henry Hermann  
(Sig) Marie Hermann

State of New York  
County of New York

ss:

On this Twenty Sixth day of July  
in the year one thousand eight hundred and Eighty Seven  
before me personally

came  
Henry Hermann & Hans Hermann his wife  
to me known to be the individuals described in and who executed the within instrument, and  
acknowledged that they executed the same for the purposes therein mentioned.

Notary Seal

Witnessed by (signed)  
Notary Public  
J. J. J.

Register's  
Seal

Recorded in the office of the Register  
of the City & County of New York in  
Lib. 2217 of folio 90, page 210 on the  
27 day of July A.D. 1887 at 10 o'clock  
20 min A.M. before my hand and official Seal  
(Sg.) Hans Hermann  
Register

July 27-1887 10-20  
Henry Hermann and  
Hans Hermann his wife

TO THE  
New York Produce Exchange.

GRATUITY FUND.

Dated July 26 1887

Mortgage

Record & Return to  
WILLIAM R. FOSTER, Jr.,

COUNSELLOR AT LAW,

E.D.W. 424 Produce Exchange  
NEW YORK.

0061

he the said William C. Foster the  
manager then and there well know-  
ing the same to be forged, against  
the form of the Statute in such  
case made and provided, and against  
the peace of the People of the State  
of New York, and their dignity.

John R. Fellows,  
District Attorney

0062

The Tombs, City prison, February 17th. '98.

I, the undersigned, have examined W. R Fester, a prisoner confined in this Prison, with the following result.

1. He is prematurely aged and feeble, his hair having fallen and become grey within a few months, and his beard white
2. His heart is enlarged and his arteries rigid.
3. His muscles are tremulous and twitch.
4. His memory is defective and he sustains conversations with difficulty.
5. He is emotional and nervous.
6. He is stooped and so altered in appearance that his wife and friends can recognize him with difficulty.
7. He has marks on his lower extremities of numerous boils

From 1. and 6. we infer that his nutrition is defective.

From No. 2. that his kidneys are diseased, as corroborated by the examination of his urine in which albumen is present  
From 3, 4. and 5. that his tendency is to drift into paranoia or other nervous degeneration.

From 7. that his liver is diseased functionally, as well as that he is suffering from Bright's disease of his kidneys, (albuminuria).

I consider that his life and sanity will be seriously imperilled by a continuation of imprisonment and, consequently, I suggest that he should be permitted to attempt to recover his health under more favourable surroundings before being subjected to the cares and anxieties of trial and the possibility of further incarceration.

Very respectfully,

117 Canal St. New York.

*J. G. Kelly M.D. Surgeon to City Hospital*  
to do.