

G. H. Rupert & Co
 Gill Rupert & Co
 Co an Assignment
 W. S. Mans
 J. D. Vincent

This indenture made and entered
 into this 29 Day of October AD 1865

Between Gideon H. Rupert James Harico and Thomas G.
 Gill trading and doing business as Bankers under the

name and style of G. H. Dupont & Co and also as dealers in grain under the name and style of Gill Dupont & Co parties of the first part and William S. Mans and Lemuel Vincent parties of the second part witnesseth whereas the said parties of the first part are indebted to various parties as partners under the style of G. H. Dupont & Co and also as partners under the name and style of Gill Dupont & Co and said parties of the first part are also indebted in their individual capacities which indebtedness they are at present unable to pay and are willing to assign all their property for the benefit of all their creditors which they may as partners or as individuals owe Now therefore this Instrument witnesseth that the said parties of the first part in consideration of the premises and of the sum of one dollar to them in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged have granted bargained sold assigned transferred and set over and by these presents do grant bargain sell assign transfer and set over to the parties of the second part and to the survivors of them and to the heirs executors and administrators of such survivors all the Estate Real and personal of the said parties of the first part or any of them of every nature kind and description which said Real Estate is more particularly enumerated and described in a Schedule hereunto annexed marked Schedule A and made part of this deed and all other Real Estate of the said parties of the first part in the State of Illinois or any of the Counties thereof or in any of the States of the United States and also all and singular the Goods and Chattels Merchandise personal property Montgages Bills Receivable Bonds Notes Book accounts judgments Chases in action claims and demands of all and every nature which said parties of the first part may have any right claim or title to whatsoever intending thereby to convey and assign all the Real and personal Estate of whatever nature the same may be to which the said parties of the first part or any of them may have any right title claim or demand legal equitable or otherwise to have and to hold the same and every part and parcel thereof unto the said parties of the

Second part and the survivors of them and the heirs executors and administrators of such survivor forever In trust however for the uses and purposes following That is to say to take possession of all the said lands and Real Estate Good Chattels Chose in action and person Estate above assigned or intended to be assigned and convert the same into Money and to collect all said debts demands claims bonds bills notes choses in action above assigned or intended to be assigned or so much thereof as shall be found collectible and out of such proceeds sales and collections after first deducting all costs and expenses of the same and costs charges and expenses of executing the trusts created by these presents and a reasonable compensation to said parties of the second part for their trouble in executing the trusts hereby created and with and out of the residue of such sales and collections the said parties of the second part shall pay and discharge the debts due and owing by the said parties of the first part either as partners individuals or otherwise in the order and manner following That is to say First the said parties of the first second part shall out of the property and assets of the firm of G. H. Rupert & Co pay to William S. Mans all said firm of G. H. Rupert & Co are indebted to said Mans in any manner the same to be paid in full with lawful interest if the said property and assets of said G. H. Rupert & Co shall be sufficient for that purpose and if the said property and assets will not be sufficient for that purpose then to pay as much of said indebtedness as said property and assets will pay Second: after payment in full of the indebtedness owing to said William S. Mans by said G. H. Rupert & Co as above directed said parties of the second part shall pay in full out of the said property and assets of the firm of G. H. Rupert & Co what is owing from said firm to the Branch of the State Bank of Iowa at Fort Madison Iowa which is endorsed by Joshua Wagonmiller of Pekin Ill. the same to be paid in full with lawful interest if there be sufficient of the property and assets of the partnership of G. H. Rupert & Co left after paying said W. S. Mans as above set forth but if there be not sufficient for that purpose the

same to be paid as far as the said assets will go Third, after payment of all the debts in full designated in the first and second clauses of this deed, with lawful interest the said parties of the second part shall out of the property and assets of said firm of G. H. Rupert & Co pay to James M. Babcock all the indebtedness of the said firm of G. H. Rupert & Co to said James M. Babcock the same to be paid in full with lawful interest if there be sufficient of the said property and assets of said firm of G. H. Rupert & Co for that purpose after the trusts mentioned in the first and second clauses of this deed shall have been fully performed and satisfied, and if said residue of said property and assets will not be sufficient to pay said Babcock in full he to be paid as far as said residue will go Fourth: after the payment in full of all the debts named in the first second and third clauses of this deed, said residue of said property and assets of said G. H. Rupert & Co after satisfying said trusts in said first second and third clauses mentioned fully shall be applied in payment of the persons to whom said firm of G. H. Rupert & Co are indebted, as depositors with the Banking House of said G. H. Rupert & Co the said depositors to be paid in full with lawful interest if the said residue shall be sufficient for that purpose and if said residue shall not be sufficient to pay said depositors in full they to be paid ratably in proportion to their several amounts without distinction or preference Fifth: after the payment in full of all the debts named in the first second third and fourth clauses of this deed, said party of the second part shall out of the residue of the said property and assets of the firm of G. H. Rupert & Co pay and discharge all other indebtedness of the said firm of G. H. Rupert & Co except such indebtedness of said firm as is named in the sixth clause of this deed, the indebtedness intended to be paid by this clause is to be paid in full with lawful interest if said residue of said property and assets of said G. H. Rupert & Co are sufficient for that purpose but if said residue of said property and assets shall not be sufficient for that purpose the debts designated in this clause to be paid ratably as far as said residue of said property and assets will extend in proportion to the several amounts thereof

without distinction or preference Sixth: after the payment in full of all the debts of said partnership designated in the first second third fourth and fifth clauses of this Deed said parties of the second part shall pay and apply said residue of said property and assets of the firm of G & H Mupont also to the discharge of all indebtedness of the said firm of G & H Mupont also which may be binding upon them as the Secured Securities of any other person or persons the same to be paid in full with lawful interest is said residue of said property and assets of said G & H Mupont also shall be sufficient for that purpose but if said residue shall not be sufficient for that purpose then the same is to be paid so far as said residue will extend in proportion to the several amounts thereof without distinction or preference Seventy: said parties of the second part shall out of the assets and property of the firm of Gell Mupont also hereby assigned or intended to be assigned apply the same in the payment of all the partnership indebtedness of said firm of Gell Mupont also said indebtedness to be paid in full with lawful interest if the said property and assets of the said firm of Gell Mupont also shall be sufficient for that purpose but if said assets and property of said Gell Mupont also should not be sufficient for that purpose said indebtedness to be paid so far as said assets and property will extend in proportion to the several amounts thereof without distinction or preference Eighth: all property and assets of whatever nature hereby assigned or intended to be assigned and which was owned by Gideon H Mupont individually shall be applied by said parties of the second part to the payment in full with lawful interest of the individual indebtedness of said Gideon H Mupont without distinction or preference and after the payment in full of all the individual indebtedness of said Gideon H Mupont out of the said property and assets of the said Gideon H Mupont said parties of the second part shall apply the residue of the said individual assets of the said Gideon H Mupont to the payment of the partnership debts of the firm of G & H Mupont also so far as the assets of said G & H Mupont also may be insufficient for the payment of the last mentioned indebtedness the said individual assets

of said Gideon H. Rupert to be applied for that purpose as mentioned and set forth in the tenth clause of this deed, Ninth all property and assets of whatever nature hereby assigned, or intended to be assigned, and which belongs to the said James Haines individually shall be applied by said parties of the second part to the payment in full with legal interest of all the ~~indebtedness~~ individual indebtedness of said James Haines without distinction or preference and after the payment in full of all the individual indebtedness of the said James Haines out of the individual property and assets of the said James Haines the residue of said individual property of said James Haines to be applied to the payment of the partnership debts of G. H. Rupert & Co so far as the partnership assets of said G. H. Rupert & Co may be insufficient for that purpose the said individual property of James Haines to be applied in the manner mentioned and set forth in the tenth clause of this deed, Tenth: after the payment in full of all the individual indebtedness of said Gideon H. Rupert and James Haines out of their individual property respectively said parties of the second part shall apply the said individual property and assets of the said Gideon H. Rupert and James Haines to the payment of the partnership debts of G. H. Rupert & Co so far as the partnership assets of said firm of G. H. Rupert & Co may be insufficient for that purpose said assets and property of said Gideon H. Rupert and James Haines to be applied with the same priorities and preferences and in the same manner provided for in the first second third fourth fifth and sixth clauses of this deed for the distribution of the partnership assets of said firm of G. H. Rupert & Co just as though the said individual assets and property were a part of said partnership assets of said firm of G. H. Rupert & Co mentioned in said clause and if it should not be necessary to apply all of said individual property to the payment of said partnership debts of G. H. Rupert & Co said property of said Haines to bear an equal amount of the said partnership indebtedness with the property of said Gideon H. Rupert Eleventh: after the full performance and discharge of the trusts in this deed above named said parties of the second part shall apply the

residue of the individual and partnership property of any of said Gideon H. Rupert and James Haines to the payment of all the indebtedness which they may have jointly contracted as security for any other person or persons said last mentioned indebtedness to be paid in full with lawful interest if the said residue of the individual and partnership property of said Gideon H. Rupert and James Haines shall be sufficient for that purpose and if not said last mentioned indebtedness to be paid, ratably in proportion to the several amounts thereof, without distinction or preference Twelfth after the full performance of the trusts provided for in the eleven preceding clauses of this deed, said parties of the second part shall apply all the residue of the said individual property of said Gideon H. Rupert as he may have contracted as security for any other person or persons and on which indebtedness said James Haines is not bound, the said indebtedness to be paid in full with lawful interest if said residue be sufficient for that purpose but if said residue is not sufficient for that purpose the same to be paid, ratably so far as said residue will extend, in proportion to the several amounts thereof, without distinction or preference Thirteenth after the performance of the trusts mentioned in the first eleven clauses of this deed, said parties of the second part shall apply the residue of the individual property of said James Haines to the payment and discharge of all indebtedness contracted by said James Haines as security for any other person or persons and upon which said indebtedness said Gideon H. Rupert is not bound, said indebtedness to be paid in full with lawful interest if said residue of said James Haines individual property shall be sufficient for that purpose if not said last mentioned indebtedness to be paid, ratably in proportion to the several amounts thereof, without distinction or preference Fourteenth after the full performance of all the trusts in this deed above described, any residue of said individual property of said Gideon H. Rupert and James Haines hereby assigned or intended to be assigned shall be applied to the discharge of the partnership indebtedness of said of

Gill Nupont & Co so far as the same may be necessary in the same manner that the partnership assets of said firm of Gill Nupont & Co are required to be applied by the terms of this deed, after the assets of said Thomas & Gill hereby assigned or intended to be assigned are assigned to the payment of one half of said indebtedness of said Gill Nupont & Co if said assets are sufficient for that purpose. Fifteenth: all the individual property of said Thomas & Gill hereby assigned or intended to be assigned shall be applied by said parties of the second part to the payment of all the individual indebtedness of said Thomas & Gill ratably and without distinction or preference. Sixteenth: all the next and residue of the individual property and assets of said Thomas & Gill not necessary to satisfy the trusts named in the fifteenth clause of this deed shall be applied to the payment of all the debts of the firm of Gill Nupont & Co without distinction or preference if the assets of said firm hereby assigned are not sufficient for that purpose in the same manner provided by this deed for the payment of said indebtedness of said Gill Nupont & Co out of the assets of said Gill Nupont & Co. Seventeenth: after the payment in full of all the individual indebtedness of said Thomas & Gill out of the individual property of said Gill as provided for in this deed and the payments of the firm debts of Gill Nupont & Co out of the assets provided for in this deed, the next and all residue of said individual property of said Gill shall be applied to the payment of all indebtedness upon which said Gill may be security for any other person or persons the same to be paid in full with lawful interest if the said residue shall be sufficient for that purpose and if not said debts last mentioned to be paid ratably in proportion to the amounts thereof without distinction or preference. Eighteenth: after the payment and performance of the trusts mentioned in the fifteenth, sixteenth, and seventeenth clauses of this deed, the next and residue of said individual property and assets of said Thomas & Gill shall if the assets of the firm of G. M. Nupont & Co and the individual property of William H. Nupont and James Harris shall not be sufficient for that purpose be applied to the payment of the indebtedness of the firm of G. M. Nupont & Co with the same priority and preferences provided for the distribution of the partnership assets of said G. M. Nupont & Co by the terms of this deed. Lastly if any surplus shall remain of said proceeds after the payment

of all the debts due by the parties of the first part or either of them as provided in this deed the said parties of the second part shall return the same to the said parties of the first part in the several proportion to which they may be entitled and the said parties of the second part do hereby accept the trusts reposed in them by these presents and do hereby each for himself covenant and agree with the parties of the first part that the parties of the second part and the survivors of them shall faithfully and diligently execute all the trusts according to the true intent and meaning of these presents to the best of their skill knowledge and ability And for the more effectual execution of these presents and of the trusts hereby created the said parties of the first part do hereby make constitute and appoint the said parties of the second part and the survivors of them their true and lawful attorneys and attorney with full power to do all lawful acts necessary to carry the trusts of this deed into full effect In witness whereof we hereunto set our hands and seals this day and year first aforesaid

G. H. Dupont
James Heines
Thomas C. Gill
W. S. Mans
J. M. Vincent

Seal
Seal
Seal
Seal
Seal

State of Illinois
Lazwell County
I Robert Gibson a Notary Public within and for said County do hereby certify that on this 29th day of October A.D. 1861 personally appeared before me Gideon H. Dupont James Heines Thomas C. Gill William S. Mans and Linahy Vincent who are personally known to me to be the real persons whose signatures appear to the foregoing instrument of writing and who executed the same and acknowledged that they had executed the same voluntarily and freely and for the uses and purposes therein mentioned and expressed In testimony whereof I have hereunto set my hand and official seal at my office in Peoria the day and year aforesaid

Robert Gibson
Notary Public

Schedule A

Refund to in the foregoing assignment
 The following lands belonging to the firm of S. H. Rupert & Co
 In Garfield County

1/2 NW 1/4 Sec 15	Town 22 N 5 W	80 acres
all Int	" 5 "	137 ⁶⁴ / ₁₀₀ ac
1/2 NW 1/4	" 9 "	80 ac
SW 1/4 NW 1/4	" 21 "	40 "
SW 1/2 NW 1/4	" 17 "	40 "
NW 1/4 NW 1/4	" 14 "	128 ⁴⁴ / ₁₀₀ "

Also the following lands in the city of Peabody

3/4 of Lot 15 & 1/2 Lot 8 B 7
 1/2 Lot 15 Block 7 22 feet west side Lot 8 B 6
 28 feet east side Lot 7 Block 6 City of Peabody

Also addition to the city of Peabody

Lots 39, 40, 43, 46, 47, 48, 49, 60, 64, 65, 66, 67, 68, 69,
 70, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 90, 91

Reservation No 2

SW NW 1/4 Sec 21 Town 24 N 5 west 30 PM
 NE 1/4 NW 1/4 " 3 " 24 " 5 Less one acre sold out
 NW corner

Mason County Lands

NE NW 1/4 Sec 18	Town 21 N 5 west	40 acres
NW NW 1/4	" 18 "	40 "
NW 1/2 Sec 1 NW 1/4	18 "	40 "
1/2 Sec 2 NE 1/4	5 "	43 ⁵⁰ / ₁₀₀ "
1/2 Sec 2 NW 1/4	5 "	43 ⁵⁰ / ₁₀₀ "
NW SW 1/4	" 20 "	40 "
Sec 2 NW 1/4	" 4 "	80 "
SE SW 1/4	" 5 "	40 "
NE SE 1/4	" 5 "	40 "
NE 1/4	" 22 "	160 "
1/2 NW 1/4	" 22 "	80 "
1/2 SE 1/4	" 15 "	40 "
SW NW 1/4	" 22 "	40 "
NE 1/4	" 26 "	7
NE SE 1/4	" 26 "	7
NW SE 1/4	" 26 "	7
SW NW 1/4	" 26 "	7
1/2 SW 1/4	" 26 "	7
SE 1/4 NW 1/4	" 26 "	7

Mason County
 400 acres

Leato in Havana Leato 889 Black 62
a piece of Land 4 Rods wide joining Lat 9 on South side running
to the river being part of the South west parcel quarter of
Section One Town 21 Range 9 west

Macoupin County Lands

SE 1/4 & NE 1/4 Sec 2 Town 10 N Range 9 200 acres

Pike County

SW 1/4 Sec 28 Town 10 South 3 west 4th Rm 160 ac

Vermillion County

Undivided 2/5 of the full survey

Sec 23 Town 26. 9 East

" 27 " 26 " 9 "

" 35 " 26 " 9 "

" 17 " 25 " 9 " 1024 acres

McLean County

W 1/2 Sec 32 Town 24 Range 5 East 324 acres

Jama Lands

Manistota County

NE 1/4 Sec 10 Town 82 " 19 west 160 acres

SW 1/2 " 3 " 82 " 19 " 160 acres

Madison County

N 1/2 Sec 13 Town 77 Range 26 west 320 acres

Boon County

SW 1/4 Sec 10 — 83 — 25 west 160 acres

SE 1/4 " 21 — 84 — 25 " 160 acres

Leato in Nebraska City N.Y.

Leato 10, 11 & 12 in Black 12

Lands belonging to G. H. Neffert
in Garfield County, Idaho

29 1/3 acres off South end E 1/2 NE 1/4 Sec 14 Town 24 N 30 W

58 2/3 " " " " NE 1/4 " 13 " 24.5 " "

W 1/2 SE 1/4 " 2 " 24.5 " "

W 1/2 SW 1/4 2 " 24.5 " "

13, 77, 26
✓

Except 13 acres sold to Rhodes & Liebold

Apr Sw¹/₄ Sec 2 Town 24 N¹/₂ 5 west 3⁰ PM

Apr Nw¹/₄ " " " " " " " " " "

W¹/₂ Nw¹/₄ " " " " " " " " " "

W¹/₂ Sw¹/₄ " " " " " " " " " "

Apr " " 15 " " " " " " " "

Sw¹/₄ " " 15 " " " " " " " "

42 acres East end, North half Sw¹/₄ Sec 1 Town 24 N¹/₂ 5 - 0

Sw¹/₄ Sw¹/₄ Sec 23 Town 24 N¹/₂ 5 west

Sw¹/₄ " " 22 " " " " " "

W¹/₂ Nw¹/₄ " " 26 " " " " " "

N¹/₂ Nw¹/₄ " " 26 " " " " " "

Also W¹/₂ Sw¹/₄ " " 24 " " " " " "

Apr Sw¹/₄ " " 23 " " " " " "

The two last named tract of lands last to James A McGrew & also warrants deed for 25 ⁶²/₁₀₀ acres out of the NW corner of the Apr Sw¹/₄ of Section 23 Town 24 - 5 west

N¹/₂ Sw¹/₄ Sec 24 Town 25 Range 5

Nw Sw¹/₄ " " 24 " " 25 " " 5

Sw Sw¹/₄ " " 24 " " 25 " " 5

N¹/₂ Nw¹/₄ " " 30 " " 24 N¹/₂ 4 west 3⁰ PM

W¹/₂ Nw¹/₄ " " 30 " " 24 " " 4 " " " "

29 acres off of the North part Apr Sw¹/₄ Sec 19 Town 24 N¹/₂ 4 west 3⁰ PM

Apr Sw¹/₄ Sec 18 Town 23 N¹/₂ 3 west 3⁰ PM

W¹/₂ W¹/₂ Sw¹/₄ " " 18 Town 23 N¹/₂ 3 " " " "

Nw Nw¹/₄ " " 10 " " 23 " " 4 " " " "

Sw Sw¹/₄ " " 3 " " 23 " " 4 " " " "

Nw¹/₄ " " 25 " " 24 " " 8 " " " "

W¹/₂ Sw¹/₄ " " 25 " " 24 " " 8 " " " "

N¹/₂ Sw¹/₄ " " 25 " " 24 " " 8 " " " "

Apr Sw¹/₄ " " 24 " " 24 " " 8 " " 80 acres

Sw¹/₄ " " 22 " " 24 " " 8 " " 160 "

Apr Sw¹/₄ " " 35 " " 24 " " 8 " " 80 "

W¹/₂ Sw¹/₄ " " 36 " " 24 " " 8 " " 80 "

N¹/₂ Sw¹/₄ " " 36 " " 24 " " 8 " " 40 "

Seats in the City of Peabody

W¹/₂ Seat 1 Black 46
182 " 42

12, 15 & 16 " 47

26 feet off of the East side of Seat 13 B 47

46 " " " " West " " " 14 " 47

Seat 1, 2 & 17 in Black 1

" 1 Black 10 in eleven

Seats in Peoria County

SE¹/₄ SW¹/₄ Sec 11 Town 7 Range 7 East 4th

NE¹/₄ SE¹/₄ " " do Principal & Mineral

NE¹/₄ " 14 do do

SW¹/₄ NE¹/₄ " 13 do do

SE¹/₄ NE¹/₄ " 11 do do

W¹/₂ NE¹/₄ " 11 Except 20 acres out of the South West Corner Sold John Wallace West Jan 14

Sec 12

Seats of James Hanes in Garfield County
Illinois

NE¹/₂ NE¹/₄ 14 " 22 " 5 " " 80 "

SE¹/₂ NE¹/₄ 13 " 22 " 5 " " 80 "

SE¹/₄ 11 " 22 " 5 " " 160 "

SW¹/₄ 27 " 22 " 4 " " 160 "

The following Seats in Peabody

Seat 5 Black 14

" 4 & 9 " 19

" 10 " 19

" 12 & 13 " 10

" 2, 3, 4, 5, 6, 7, 11, 12, 13, 15, & 16, in Black 20

" 4 & 8 Black 21

" 1 & 11 " 22

" 2 & 3 " 25

" 11 & 12 " 34

Seats in the City of Peabody continued

Seat 14 Black 50

" 1, 2, 15 & 16 " 19

West ¹/₂ Seat 8 " 7

West ¹/₄ " 15 " 7

SE¹/₂ 16 " 7 & 77 & 78 walen Seats

In Cotts addition to Peakin
 Lots, 31, 32, 33, 34, 35, 36, 37

Maxon County Lands

Sw 1/4 Sec 22	Town 25	Nh 5	west
1/2 N 1/4 " 24	" 22	" 6	"
1/2 N 1/4 " 24	" 22	" 6	"
1/2 1/2 N 1/4 " 31	" 23	" 5	"
N 1/2 N 1/4 " 31	" 23	" 5	"

Lands Real Estate of G. H. Rupert & James Harris
 In Lazzell County Illinois

Lots 1 to 8 Include Block 1

Includes addition
 to the
 City of
 Peakin

" 1 " 10	"	" 2
" 1 " 10	"	" 7
" 1 " 8	"	" 8
" 3 & 4	"	" 9
" 1 to 6	"	" 10
" 1 " 12	"	" 11
" 4 " 10	"	" 15
" 1 " 4	"	" 17
" 12	"	" 43

G. H. Gills Lands in Lazzell County Illinois
 N 1/2 Sec 36 Town 23 Nh 2 west 3rd PM

1/2 " 25	"	"	"	"	"	"
Sw 1/4 " "	"	"	"	"	"	"
N 1/2 N 1/4 " 11	"	22	"	2	"	"
Sw 1/4 " 24	"	23	"	2	"	"
N 1/2 Sw 1/4 " 4	"	22	"	5	"	"
Pat. Sw 1/4 " 14	"	25	"	5	"	"
1/2 1/4 Sec 4	Town 24	Nh 5	west 3 PM			

Lots in the City of Peakin

" 9	Block 13
" 2	" 16
" 4 & 7	" 23
" 9	" 27
" 14	" 35
" 13	" 33
" 9	" 84

Leats 1, 2, 3, & 4 Black 34

" 13 Broadway addition to Perkins

" 9 Black 29

" 11 " 5

" 1 Landeras addition to Perkins

Water Leats 45 & 46

Filed for Record Nov 13 1881 at 2 1/2 o'clock PM
J. H. Hawk Recorder

Thos. S. Jumanas