

U. S. Stamp #54.
S. B.
Aug. 30. 1872

This Deed made and entered into this 23^d day of August eighteen hundred and twenty two by and between George Burnett and Louisa Burnett (formerly Louisa Glasby) his wife of the County of St. Louis State of Missouri parties of the first part and the people of the City and County of St. Louis parties of the second part Witnesseth that whereas by an act of the General Assembly of the State of Missouri approved March 25th 1872 and entitled "An Act to Establish Forest Park," a public Park was thereby established and the Real Estate embraced within the boundaries described in said Act was thereby set apart and appropriated as a public Park for the free use and enjoyment of the said people forever; and whereas it was provided in said Act that the Commissioners of said Park named in said Act or at least a majority thereof should have power to agree with any or all of the owners of the Real Estate embraced within the Park or Avenue described in said Act for the purchase of the same at a reasonable price, and that in such cases, the deed from such owners should be to the people of the City and County of Saint Louis and should vest in them and their posterity forever, an inalienable estate in fee simple absolute to the land, to be used for such Park forever subject only to the payment of the purchase money of the same, and whereas said parties of the first part are the owners of that portion of the premises embraced within said Park herein after mentioned and described and they and the Commissioners of said Park have made an agreement for the purchase of the same for the purposes mentioned in said Act and upon the terms and conditions herein after set forth: Now Therefore the said parties of the first part in consideration of the premises and of the sum of fifty four thousand Dollars to them to be paid as herein after set forth and provided doth hereby grant bargain and sell unto the people of the City and County of Saint Louis and their posterity forever the following described real estate in the County of St. Louis State of Missouri and located within the boundaries described for said Park in the act aforesaid to wit: Lots numbered ^{and} twenty seven (27) twenty eight (28) twenty nine (29) seventy three (73) seventy four (74) thirty (30) thirty four (34) thirty five (35) thirty six (36) sixty six (66) sixty seven (67) eighty (80) eighty one (81) fifty two (52) fifty one (51) fifty (50) forty nine (49) and the West half of Lot numbered thirty three (33) and forty eight (48) as said lots are numbered and recorded on the plat ~~of~~ ^{of} Glasby's Subdivision of the east part of lot No. 1 of the Gratiot Square and that portion of Surveys Nos. 3052 1887 and 2036 conveyed by J. C. Cabanne to Albion H. Glasby which said plat is recorded with the Commissionaire's report in partition in the office of the Recorder of St. Louis County in Book 386 pp. 80 and 81. said lots and parts of lots above described containing in the aggregate Seventy acres and fifty two hundredths of an acre ($70 \frac{52}{100}$) and being the same premises and lots assigned to Louisa Glasby now Louisa Burnett by decree in partition rendered April 27th 1868 in certain proceedings in the Circuit Court of St. Louis County wherein Louisa A. Glasby et. al. were plaintiffs and John Glasby et. al. were defendants a copy of which decree is of record in the Office of the Recorder of St. Louis County aforesaid in Book 386 pp. 77 et seq. to which said decree, ^{and to the plat of said premises} is hereby made for a more particular description of the premises above described and conveyed. Also the equal undivided one fourth of lots numbered Seventy one (71) Seventy two (72) Seventy five (75) Seventy six (76) sixty (60) eighty seven (87) forty five (45) three (3) four (4) nine (9) ten (10) thirty one (31) sixty five (65) eighty two (82) forty (40) fifty three (53) fifty four (54) fifty five (55) ninety two (92) ninety three (93) and ninety four (94) the east half of lots numbered fifty nine (59) forty six (46) eighty eight (88) sixty four (64) eighty three (83) forty one (41) and the West half of lots numbered sixty one (61) eighty six (86) and forty four (44) as numbered and recorded on the plat aforesaid of Glasby's Subdivision to which plat reference is hereby also made for a more particular description of said lots and parts of lots, and containing in the aggregate sixty six acres and eighty seven hundredths of an acre ($66 \frac{87}{100}$) the one fourth thereof amounting to sixteen acres and seven hundred and seven thousandths of an acre ($16 \frac{7}{1000}$) and being the lots and premises owned in said Subdivision by John Glasby deceased at the time of his death, he the said John Glasby having died intestate and the said Louisa Burnett having acquired by virtue of descent as heir of said John Glasby deceased the said undivided one fourth of said lots and premises. Also all the right title interest and Estate whatsoever of the said parties of the first part in and to each and all of the roads and highways laid out and marked upon the plat aforesaid of said Glasby's Subdivision and for a more particular description whereof reference is hereby made to the Record of said plat above mentioned. To Have and to Hold the same with the appurtenances thereto

belonging unto the said people of the City and County of St. Louis and their posterity forever to be used as and for a Public Park forever. This Deed and Conveyance is however made subject to the following conditions, reservations, restrictions and agreements to wit: Whereas the said Commissioners of said Park have in consideration of this Conveyance and the agreements herein after contained, assumed and agreed to discharge and pay as they respectively mature certain specific liens and encumbrances now existing upon a portion of the property above described, which said encumbrances are as follows: 1st. A certain Deed of Trust executed by John Glasby in his lifetime to the Covenant Mt. Life Ins. Co. Trustee dated Aug. 9. 1870. & recorded in the Records Office of St. Louis County in Book 405 page 412 to secure certain Notes therein described amounting with interest to date to \$7236 2nd. A certain Deed of Trust by said John Glasby to Edward R. Lagers Trustee dated June 6. 1871 & recorded in said Records Office in Book 426 page 274 to secure certain Notes therein described amounting with interest to date to \$2628 47/100 and 3rd. A certain Deed of Trust by said John Glasby to said Edward R. Lagers Trustee dated June 6. 1871 & recorded in said Records Office in Book 432 page 77 to secure the payment of certain Notes therein described amounting with interest to date to \$2628 46. And said Commissioners have also, for the consideration aforesaid issued and delivered to said parties of the first part certain such Forest Park Bonds authorized to be issued by the Act aforesaid numbered respectively from 201 to 293, and from 72 to 86 inclusive and bearing date July 1st A. D. 1872 payable twenty years after the date thereof, each of said bonds having semi-annual interest coupons attached thereto for interest at the rate of seven per cent per annum, said bonds being each for the sum of five hundred Dollars (\$500.00) and amounting in the aggregate to fifty four thousand dollars and are issued for the purchase money of the premises herein conveyed: said bonds from 201 to 293 inclusive are payable to the order of Luisa S. Burnett and from 72 to 86 inclusive are payable to the order of Saml. N. Holliday, Administrator, being one hundred and eight bonds in all each bond being for the sum of five hundred Dollars. Now if the said Bonds and each and every installment of semi-annual interest on each and all of the same be paid by said Commissioners or the City and County of St. Louis or by any other person or Corporation in behalf of said Commissioners or said City or people aforesaid as the time respectively falls due, and said liens and encumbrances now existing on a portion of said property as aforesaid be paid and discharged as above provided then this Deed shall become absolute, and the said premises shall ipso facto stand released from the encumbrances or liens herein retained and reserved, and the said parties of the first part or their legal representatives shall also formally release said premises from said liens. But if any one or more of said Bonds or any one or more semi-annual installments of interest, or any part thereof or any one or more of said Bonds remains unpaid after the maturity thereof, or said liens and encumbrances now existing on a portion of said premises as aforesaid be not paid as herein before provided, then the lien herein reserved by said parties of the first part may be foreclosed in the manner provided by the Statutes of the State of Missouri for the foreclosure of mortgages and Deeds of Trust and the notice of proceedings to foreclosure shall be served upon the President or other Executive Officer of the said Commissioners and the Mayor of the City of St. Louis and the Presiding Judge of the Court of the County of St. Louis then in Office; and the Court wherein such proceedings to foreclosure may be instituted may in such case order a sale of said premises or order and decree the title of the same to be reinvested in said parties of the first part, and the possession thereof restored to them, and generally may make any order or decree concerning said property that may be just and equitable in the premises. And said parties of the first part agree with said Commissioners that the payment of the six and twelve month interest coupons on said Bonds may be postponed and deferred until the maturity of the eighteen Months interest coupons thereon and all coupons not paid after due shall bear seven (7) per cent interest; and they further agree with said Commissioners that at any time within two years from the date hereof, the said Commissioners, or the City or County of St. Louis may redeem and discharge the Bonds issued to said parties of the first part as aforesaid upon the payment to them of the sum and at the rate of Eighty three and one third cent in lawful money of the United States for each and every dollar of said bonds and the payment in full of all interest that may have accrued and remain unpaid on said Bonds at the time of such Redemption, and in the event said Bonds are so redeemed within two years, then said parties of the first part shall and will release and discharge the premises herein conveyed from any and all lien or encumbrance herein reserved by them; and said Commissioners or the City or County of St. Louis may thereafter, at any time, subject said

promises herein conveyed to a general lien or encumbrance to secure the payment of any or all of the bonds there
or thereafter to be issued by said Commissioners or other persons or corporations authorized by law, for the purpos
es of said Park. In testimony of all which the said parties of the first part have herunto set their hands
and seals; and the said Commissioners of Forest Park have caused these presents to be attested by their common
Seal and the signature of their Secretary & have caused them to be signed by their President the day & year
first above written. George W. Burnett (Seal) Louisa G. Burnett (Seal) ^{John S. S.} Charles Bland ^{Secretary}

State of Missouri & S. L. Be it Remembered that on this 23rd day of August 1872 before me
County of Lewis } the undersigned Clerk of the County Court within and for said County came
George W. Burnett and Louisa - Burnett his wife who are both personally known to me to be the same per
sons whose names are subscribed to the foregoing instrument of writing as parties thereto and they averally ac
knowledged the same to be their act and deed for the uses and purposes therein mentioned; and she the said
Louisa - Burnett having been by me first ^{fully} acquainted with the contents of the foregoing deed acknow
ledged on an examination separate and apart from her husband that she executed the same freely and without
fear compulsion or undue influence of her said husband. (Seal) In testimony whereof I have herunto set
my hand and affixed my official Seal at Office in Monticello the day and year last above written.)

W. G. Watson, Clerk.
W. C. Bennett Recorder

Filed & Recorded Aug. 30. (4.00 p.m.) 1872

U. S. Stamp 50¢
J. B. N.
Aug. 31. 1872 } This Deed made and entered into this twenty ninth day of August eighteen hundred
and seventy two by and between James B. Neill and James T. Neill of the County
of St. Louis & State of Missouri parties of the first part and James Mc Garry of the
same place party of the second part and Patrick O'Connell of the same place party of the third part Wit
nesseth that the said parties of the first part in consideration of the debt and trust herein after mentioned
and created and of the sum of one Dollar to them paid by the said party of the second part the receipt
of which is hereby acknowledged do by these presents Grant Bargain and Sell Convey and Confirm unto the
said party of the second part the following described personal property to wit: one black stallion about
ten years old about fifteen ^{and two inches} hands high and known as honest John one yellow mare about nine years old
about fourteen hands and two inches high, one open buggy of Henry Tucker's Manufacture three sets of single
harness one office desk six office chairs one whip case one looking glass one water cooler and one en
lish saddle. To Have and to Hold the same with the appurtenances to the said party of the second
part and to his successor herein after designated and to the assigns of him and of his successor forever.
In Trust however for the following purpose: Whereas the said James B. Neill and James T. Neill have executed
and delivered to the party of the third part their one negotiable promissory note of even date herewith
drawn to the order of Patrick O'Connell payable thirty five (35) days after date for the sum of two
hundred and five (\$205. 57.) 51/100 Dollars and bearing interest from date at the rate of ten per cent
per annum to secure the payment of which said Note the parties of the first part have executed this
Deed of Trust and have also agreed with said third party his executors and assigns to cause all taxes and
assessments general and special to be paid whenever imposed upon said property and within the times required
by law. Now if the said Note shall be paid when it becomes due and payable and said agreement
concerning paying taxes &c. as aforesaid be faithfully performed as aforesaid then this Deed shall be void
and the property herein before conveyed shall be released at the cost of the said parties of the first
part; but if default be made in the payment of said Note or any part thereof when it becomes
due and payable or in the faithful performance of said agreement for paying taxes &c. as aforesaid, then
this Deed shall remain in force and the said party of the second part or in case of his death refusal to
act, or absence from said City of St. Louis when authorized to sell under these presents and a sale be
decreed by the holder of said Note then the Sheriff of St. Louis County for the time being who shall there
upon become his successor to the title of said property and the same become vested in him in trust for the
purposes and objects of these presents and with all the powers duties and obligations thereof, may proceed to sell
the property herein before described or any part thereof, at public vendue to the highest bidder, at any time