

State of Louisiana,  
Parish of Orleans,  
City of New Orleans.

6 p 4850

1879  
July  
1879

We it Known, That on this Twenty third  
day of May \_\_\_\_\_ in the year of our Lord one thousand eight  
hundred and Seventy \_\_\_\_\_ and of the Independence of the  
United States of America, the Twenty fourth Before me,  
**WILLIAM JOSEPH CASTELL,**

NOTARY PUBLIC in and for the Parish of ORLEANS, State of Louisiana, duly commissioned  
and qualified, and in the presence of the witnesses hereinafter named and sworn.

Personally Came and Appeared

Simon Berkson  
of Capital Springs, State of Mississippi

Who declared that for the  
price and sum and on the terms and conditions hereinafter expressed  
in confirmation of the adjudication made by his order by Messrs G. B.  
Terreby & Co. Auctioneers of this City on Saturday the 11th of May  
1879, as will more fully appear by reference to the annexed process  
verbal of said Auctioneers. He does

1879

By these Presents, GRANT, BARRAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET  
OVER, with a full guarantee against all troubles, debts, mortgages, claims, evictions, donations,  
alienations, or other incumbrances whatsoever, unto

Miss Margaret McAnis  
also of this City,

present accepting and purchasing for herself her heirs and assigns, and acknowledging  
delivery and possession thereof

Two Acre lots of ground situate, lying and being in the Fourth  
District of this City, in the square bounded by Magazine Street Third Kennerly  
(late St. Charles) and Second Streets and designated by the Number

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New Orleans, LA 70112  
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One and Two on a plan made by W. F. Thompson, Surveyor, dated  
23<sup>rd</sup> of May 1841 and deposited for reference in the office of Louis J.  
Crisie late Notary in this City. Said lot No. One forms the  
East of Magazine and Second Streets and measures thirty five feet  
front on Magazine Street by one hundred and thirty five feet in depth &  
front on Second Street, bounded on the other sides by lot No. Two, and on  
the rear by lot No. Twenty; and lot No. Two adjoins lot No. One and  
measures thirty feet front on Magazine Street by one hundred and thirty  
five feet in depth, bounded on one side by said lot No. One, and on  
the other side by lot No. Thosa and in the rear by said Lot No.  
Twenty

Together with all the buildings and improvements thereon  
right ways and advantages thereunto belonging or in any wise appertaining  
(the buildings and improvements thereon comprising a two story brick dwelling  
to said property as leased to 1<sup>st</sup> October 1870 at \$150 per month and  
sold subject to said lease.)

Being the same property which said Vendor acquired by purchase  
from John H. Minge by act passed before the undersigned Notary  
under date of the 20<sup>th</sup> day of May Eighteen hundred and sixty eight  
and he does not appear to have alienated said property since he  
acquired the same as appears by reference to the annexed Certificate  
from the Register of Conveyances in and for this City and Parish  
bearing date the 19<sup>th</sup> Instant, and by reference to the annexed  
Certificate from the Records of Mortgages in and for this City  
and Parish bearing date the 30<sup>th</sup> Instant there appears to be  
no other mortgage standing in the name of said Vendor and  
recorded against the property herein conveyed than the foregoing  
privilege.

To have and to hold the said *Property and appurtenances*  
 unto the said purchaser *her*  
 heirs and assigns forever: And the said Vendor  
 herein conveyed to the said purchaser *her*  
 the said *property and appurtenances*  
 warrant and forever defend against all legal claims and demands whatsoever. And the said  
 Vendor heirs and assigns shall and will  
 all and singular, the rights and actions of warranty to which *he or may be*  
 entitled, against any and all of the former owners of the *property*  
 conveyed; hereby subrogating the said Purchaser in and to the said rights and actions, to be  
 by *her* enjoyed and exercised in the same manner as they might have been by the said  
*Vendor herself*

This sale is made and accepted for and in consideration of the price and sum of  
*Fourteen thousand seven hundred dollars (\$14,700)*  
 in part payment whereof said purchaser has previously paid in ready  
 current money to said Vendor the sum of *four thousand nine hundred*  
*dollars* the receipt whereof *he* hereby acknowledges and grants acquittance thereof, and  
 for the balance said purchaser *her* furnishes *two* promissory notes  
 drawn to the order of and by *her* endorsed, dated *the 14th day 1890*  
*date of adjudication* and payable *respectively at one and two years of the*  
*date* each for the sum of *Four thousand nine hundred dollars*

bearing interest at the rate of *Eight* per cent. per annum from date until maturity, and there-  
 after, if not then paid, eventual interest at the rate of eight per cent. per annum from maturity  
 until paid; which notes after having been duly paraphed *in Paraph* by the undersigned Notary,  
 to identify *them* herewith *were* handed over to said *Vendor*  
 who hereby acknowledges *her* receipt

*It is to be understood that the amount of said two notes is only paid therefor, provided that the*  
*holder hereof is the holder of the Attorney at Law who is made employed for that purpose and paid*  
*therefor, and paid at five per cent on the amount thereof.*

And in order to secure the payment of said promissory notes in capital and all interest  
 thereon aforesaid *together with all said Attorney fees*

special mortgage in favor of said Vendor and the future holder or holders of said notes is hereby  
 retained on the property presently sold, the said purchaser hereby binding *herself* and  
*her* heirs not to sell, alienate or encumber the same to the prejudice of this act.

And the said purchaser furthermore binds *herself* to keep the buildings on said  
 property constantly insured against the loss by fire *in one of the insurance companies*  
*of the State of Louisiana* and to transfer the policy of Insurance to the said Vendor until the  
 full and final payment of the said notary's consent and agreeing that said Vendor shall have  
 the right to transfer such policy to any future holder or holders of the said notes, and that in case  
 of failure on the part of the said purchaser to effect such insurance, the holder or holders of the said  
 note shall have the right to do so, and the reimbursement of all sums paid for that purpose shall  
 be secured by the mortgage herein granted; but this clause shall not be construed as obligatory  
 on such holder or holders, or as making them liable for any loss, damage or injury which may  
 result from the non-insurance of the said buildings.

United States Internal Revenue Stamp amounting to *Three dollars and 50 cents*  
 hereto duly cancelled at the execution hereof.

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 New Orleans, LA 70112

The said vendor declares that he is neither tutor nor Curator of  
Absence undivided persons is admitted and that he is unmarried.

The taxes on said property have been all duly paid and  
acquitted with the exception of the City taxes for 1869, which said  
purchaser said Vendor hereby binds himself to pay to the acquittance  
of said purchaser when the same are collectable, and said  
purchaser hereby assumes the payment of the taxes on said property for  
the current year 1870 in accordance with the terms of said adjudication.

Thus done and passed, In my Office, at New Orleans, aforesaid, the day, month  
and year first above written, in the presence of *Laurence M. Cormack*  
and *Haris Elmsley* Witnesses, of lawful age, domiciliated in this  
City, who herewith sign their names with the said parties, and me, the said Notary, after the  
reading of these presents.

*Laurence M. Cormack*  
*Haris Elmsley*  
*J. M. McAuley*  
*M. Astill*  
*Notary*

Registered in Conveyance Office, B. 96. p. 71.  
New Orleans, May 25th 1870

*W. H. L. ...*

1301 & 1302  
1340 Poydras St. Suite 304  
New Orleans, LA 70117  
Hospitals Center  
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