

ATTATCHMENT 'A'

NOTES COMPILED FROM FOSTER FARM PROPERTY RECORDS

By Ivan L. Foster – 20 March 1961

The Black Hawk Indian War had ended two years before. Christmas Day had just passed when George Foster, who had come to Sangamon County, Illinois from Kentucky with his wife, Sarah (Miller) in 1826, completed his arrangements to buy land which at this writing has been in the Foster Family for more than 126 years.

On the 30th day of December, 1834, James Henderson and wife, Elizabeth, of Sugar Creek, Sangamon County, Illinois for and in consideration of the sum of \$1,000.00 deeded to George Foster two tracts of land; the west side of the southwest quarter of Section 28 in township 13, North of Range 6, West of the third Principal Meridian, containing one hundred and twenty acres and the south end of the west half of the northwest quarter of Section 29, same reference, containing 40 acres including all buildings and premises. The deed was acknowledged by Mr. And Mrs. Henderson before John Campbell, a Justice of the Peace on that same date. It was recorded in Book H on page 120 in the Recorder's Office of Sangamon County, Illinois on 30 January 1835 filed in the name of George Foster (spelled Fauster in the document). The original deed is now in 1961 in the possession of William Andrew Foster, Great-grandson of George and now owner of the hereditary acres. Unless otherwise noted in what follows, all legal papers mentioned are likewise in William Andrew Foster's possession.

About 1834, Abraham Miller (Sarah Foster's father) died. During 1835 and 1836, we find George Foster buying Quit-Claim deeds from the brothers and sisters of Sarah Foster. We find the papers signed by Matilda Redfern and husband, John 7-15-35; Baley Miller and wife, Susannah 9-9-35; Aaron Miller (no wife) 1-25-36; Charles Miller and wife, Tabitha 1-30-36; and Elizabeth Rader and husband, Thomas, Monroe County, Indiana 10-1-36. The land was described as, 'South half of third Principal Meridian. Also NW ¼ of section 3, Township and Range aforesaid.' Total are – 240 acres. For each such deed except that of Baley Miller (he was in Calloway County, Missouri), George paid \$100. Baley got \$70. Total \$570 for 240 acres. Land was really cheap.

During 1835, George Foster purchased land from the U.S. Government through the Land Office at Edwardsville, Illinois. Parchment certificates are evidence thereof. Price was about \$1.50 per acre. William Andrew Foster has one covering 40 acres 'Southeast Quarter of the Northeast Quarter of Section 28, in Township 10, North of Range 6, West of Third Principal Meridian.' See a Plat Book.

In 1837, death came to George W. Foster. Typhoid Fever is said to have been the cause. He was widely accredited as the strongest man in Sangamon County only a year or two before. For a genuine and jolting thought starter, read the epitaph on his tombstone in West Cemetery. He was only 37 years old. He left his widow, Sarah, with eight children, the oldest was 14 and the youngest was an infant in arms. Leonard was only seven. William, Elizabeth, Peyton, Leonard, Mary, Sarah, Matilda, and John were her problems, but Sarah managed very well as we shall see. It would be interesting to search the records of the Sangamon County Recorder's Office to find what disposition she made of those land areas which did not find their way to our direct line – Leonard Foster.

By 1851, Leonard, who was only seven, as we noted above, when his father died, had come of age. He at once began to acquire quit-claim deeds from his brother, William and wife, Elizabeth (Shutt); his brother Peyton (no wife); and his sister, Sarah, and husband, Alexander S. Orr, all signed at the rate of \$300 per deed. (Note: Jake Orr, the surveyor who did most, if not all, of the tile surveys on Foster Farm was a son of Alexander and Sarah Orr). Whether he lacked the necessary money to buy the interests of others or whether they were reluctant to sell is not evident but it was not until 12 June 1854, that Leonard's sister, Elizabeth, and her husband, William Roach, and another sister, Mary, and her husband, George L. Organ, signed quit-claims for which Leonard paid a total of \$730. And in 10 September, 1856 before Leonard got a quit-claim deed signed by his sister, Matilda, and her husband, Micajah (sometimes spelled Micaga), they charged him \$975 and as was discovered 13 years later, the description of the land involved omitted 100 acres of the George Foster estate. The omission was apparently unintentional and was corrected as will be shown later in these notes.

Although the record is not clear, it now appears that John was to remain with Leonard as co-owner of the property. Only in deed signed by William is there any mention of this, however. So all deeds except William's were for the benefit of John and John made no deed to Leonard. This is probably the reason that the quit-claim from Sarah Foster, widow of George, in 1869 to Leonard and John jointly, gave John 3/16 of the land and Leonard 13/16.

Intentions become further confused when we find a joint quit-claim deed to Sarah Foster signed on 1 January 1853 by William Roach, Elizabeth Roach, Micaga Treadway, Matilda Treadway, Leonard Foster and George Organ and Mary Organ. Folded in with this document is a paper expressing the opinion of Attorney John L. Stewart, that if Sarah should die without making a will or a deed, Leonard and his brother (presumably John) would not own the land except possibly one eighth part each. The land descriptions, 'Part of the SW ¼ of W ½ of NW ¼ Sec 28; also S ½ N ½ W ½ of the NW ¼ of Sec. 28; Also S ½ of W ½ of NW ¼ Sec 28; also N ½ of E ½ of SE ¼ Sec. 29; also S ½ of E ½ of NE ¼ of Sec. 29; also S ½ of N ½ of E ½ of NE ¼ of Sec. 29 all in Township 13, N of Range 6, west of Third Principal Meridian.'

The description given on this last deed tallies with the land description given on the deed which Roach and others gave to Leonard on 12 June 1854. And Sarah paid the group a total of \$300 for the deed they gave her. The question arises, 'Did the signature of Leonard on this last deed cancel the one for which he would pay \$730 William, Peyton, Sarah, and John did not sign.

That Sarah Foster had money is evident. On December 20, 1853, in the midst of these transactions of confusing nature, she paid \$1,200.00 to George W. Parkinson and his wife, Mary Elizabeth, for 80 acres in Sangamon County. 'W ½ of NE ¼ of Sec. 29, Township 13, N of Range 6, West of Third Principal Meridian. Land was becoming expensive - \$15.00 per acre.

Although there was legal doubt of it, Leonard was considered to be the owner of the farm by 1868 as is shown by copy of notice (original) to him that a public road, the Bumgarner-John Foster Road, was to be placed across his farm. This road ran East-West, just north of where William Foster in later years had an orchard. It was later closed when another road was placed along the south boundary of the Foster Farm where, in part, it still remains. The discontinued portion of this last route could possibly be reclaimed by William Andrew Foster. A procedure to be followed is with the notice dated 1868.

On June 14, 1869, Sarah Foster, wishing to protect her two sons who had helped her with the farm over the years, signed a quit-claim deed giving 13/16 to Leonard and 3/16 to John. The land description agrees in general with that found in deeds previously involved, but the acreage does not exactly tally. It does appear that Leonard's share is what he held at his death and that John's portion was a part at least of what was later known as the John Foster place, and still later, the Garvey place.

In checking the above transaction, it was discovered that the deed made by Micajah Treadway and wife, Matilda, was faulty in that it did not cover some 100 acres of the old George Foster estate. Attorney James W. Patton (a relative of Stanley Patton) wrote a letter to the Treadway's about it and although no document is in this file to show what happened, it was corrected. See the Abstract Record.

On December 2, 1871, Leonard bought 12 and ½ acres of land from Elijah A. West in Section 32. A Plat Book is needed to locate the area involved. See Warranty Deed in file for details.

On the 8th of May, 1880, Leonard Foster died as the result of injuries received from a railway train. His widow, Elvira, was left with seven children; eldest, Alice, was 21, the youngest, Etta (Luetta), was seven; Flora, 20; George Edgar, 19; Mary O., 15; William Edwin, 13; Minnie, 10, fitted in between. Elvira, like Sarah before her, had her problems. But she, too, handled them well.

On the 26th day of May, 1880, Elvira Foster was appointed the Administratrix of Leonard Foster's estate. She was directed to sell property at a public sale to be held on 23 June, 1880. She filed an inventory which included 210 acres of land in accordance with the land description in Sarah's deed to Leonard in 1869. An Adjustment Notice effective 16 August was also filed.

In 1881, the widow, Elvira, paid a delinquent tax bill on a 20 acre portion of the estate which she found had been sold for taxes in 1879 because unpaid in 1878. Redemption Certificate file.

In May, 1882, two years after Leonard's death, Elvira filed and published a Notice of Final Settlement. See newspaper clipping acknowledged by Mary Foster, then 17 years of age.

George Foster, son of Elvira and Leonard, filed suit for a partition of the estate in March 1883, as shown by a sheriff's subpoena served on Alice Foster, et al: Alice, Flora, Mary O., William E, Minnie, and the widow, Elvira. See file. This resulted in the division of the property into eleven lots as shown on the plot made by Mr. H.J. Clinebell on 22 January, 1958 from survey records compiled by Joseph Ledlie, June 7, 1883. See Foster file for this Clinebell plot which shows the areas allotted to the different heirs and the dower reserved for Elvira. The case had been closed by July 20, 1883 and Elvira got the bill. - \$149.60.

For reasons not apparent, it was not until 9 March, 1892, that Elvira Foster was credited with having finished her duties as an Administratrix and discharged by Court Order.

The same year, but a little earlier – 12 February, Elvira paid Elijah A. West \$15 for title to a cemetery lot #12 in the addition to West Grove Cemetery. It is likely that this is the same lot that Leonard had been buried in 12 years before and in which other Foster's have been buried since.

William Foster and his new wife, Annettie (Goodpasture) Foster moved to Missouri early in 1896, where they remained almost four years. When they returned, they moved into a little two room house in the edge of the woods about one half mile from the big Foster residence. With their son, Ivan L., about four years old, and their new daughter, Louise, they moved to the big house when Elvira went to her new home in Virden, Illinois, with her daughter, Alice. But Elvira's health was no longer good and at the age of something over 67, on December 26, 1901, she died in Virden.

William now became the principal owner of the farm by buying shares from the other heirs to firmly establish himself and family in the residence which the Cincebox brothers had built for Leonard in 1865, and here was born Andrew, Mervin, Mary and George, to make a total of six children. Finally, William managed to buy the last of the interests of his brothers and sisters.

William's purchase of the estate took a lot of money and he had to place a heavy mortgage on the farm. He was making headway when a big tornado in 1911 set him back. Then on the way to success, came the depression years after World War I, until finally about 1932, it seemed almost hopeless and impossible to see things through. But William, although 66 years of age, held on with bulldog determination even though the bank closure took his ready money. And finally, some years later, he happily made the final payment on the mortgage to spend the rest of his life with always considerable money in the bank and some in his pocket.

At about the age of ninety, William decided to divide his property amongst his heirs with the provision that one should buy the interests of the others and so hold together this farm land which had been in Foster hands for about a century and a quarter. All heirs were agreeable and it was so arranged that William Andrew Foster and his wife, Grace (Cloyd) Foster would buy the shares of the other heirs. And, of course, it was agreed that William Edwin could spend the rest of his days in the house, which except for about four years while in Missouri, had been his residence all his life.

And now we go back to the year, 1865. The Civil War had ended less than three months before. It was time for reconstruction and construction. Leonard Foster wanted to get out of the old log cabin and into a new home. The construction agreement signed between him and the Cincebox brothers (Edgar and Charles) makes interesting reading. Some extracts follow: The date was July 5, 1865. The work must begin by 1st of August and it must be finished by 20 September, next. It was to be a dwelling house on Foster's farm in Sangamon County, Illinois. - 'Eighteen by thirty two feet set on foundation to be erected by Foster'. 'Wood frame, two story high, sixteen feet posts, first story eight feet in the clear, four windows in the lower story, four outside doors in the lower story, two feet 8 by 6 feet 8, three inside doors in the lower story and one above.' All to be the same size except the one above is to be two inches shorter and narrower'. The cornice to be similar to that on the school house near Andy Gates. Posts and sills to be 'hughed' (hewed) in the timber by Cincebox, Foster to cut and score same. Foster has the right to have sills 8 inches square and posts 6 by 6 if he chooses.' But elsewhere it had been agreed that sills would be 6 by 8 and posts 4 by 6. What size they actually are, William Andrew should discover. 'Foster to board Cincebox brothers and their hands and furnish good pasture for horse'. Bill of materials attached indicates a cost of possibly \$150 and Foster agreed to pay Cincebox brothers \$277.50. It has been quite a house for an initial cost of say - \$427.50.

In this house, on May 30, 1867, two years after it was completed, was born William Edwin Foster, son of Leonard and Elvira, who after long struggle and much effort, was to become sole owner of the Foster Farm and in this house he spent his declining years until at the age of 93 years, four months and 27 days, he died as the result of shock from a fall which had broken his leg a few days before. He died on October 27, 1960.