

S U P R E M E C O U R T ,

COUNTY OF NEW YORK.

S T E P H E N D U N C A N ,

Plaintiff,

— against —

JACOB BERNSTEIN, Julius Schweitzer and Rachel Schweitzer his wife, Frank M. Welles and Mary his wife, the name Mary being fictitious, and plaintiff intending to designate thereby the wife of defendant Frank M. Welles, the real name of said wife being unknown to plaintiff, Robert Valentine and Julia, his wife, the name Julia being fictitious and plaintiff intending to designate thereby the wife of defendant Robert Valentine the real name of said wife being unknown to plaintiff, Jeremiah Goldstein,

Defendants.

SUMMONS.

Trial desired in  
County of New York.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer on the Plaintiff's Attorneys within twenty days after the service of this summons, exclusive of the day of service; and in case of your failure to appear, or answer, Judgment will be taken against you by default, for the relief demanded in the complaint.

DATED the 19th day of July 1895.

MILLER, PECKHAM & DIXON,

Plaintiff's Attorneys,

Office Address, No. 80 Broadway,

New York, N. Y.

Fol. 1 S U P R E M E C O U R T ,  
C O U N T Y O F N E W Y O R K .

S T E P H E N D U N C A N ,

Plaintiff,

— against —

JACOB BERNSTEIN, Julius Schweitzer and Rachel Schweitzer his wife, Frank M. Welles and Mary his wife, the name Mary being fictitious, and plaintiff intending to designate thereby the wife of defendant Frank M. Welles, the real name of said wife being unknown to plaintiff, Robert Valentine and Julia, his wife, the name Julia being fictitious and plaintiff intending to designate thereby the wife of defendant Robert Valentine the real name of said wife being unknown to plaintiff, Jeremiah Goldstein,

Defendants.

COMPLAINT  
for the Foreclosure  
of a Mortgage.

2            THE PLAINTIFF by this his Complaint, respectfully states to  
 this Court upon information and belief that defendant Jacob Bernstein  
 for the purpose of securing the payment to plaintiff of the sum of  
 Twenty thousand Dollars with interest thereon, on or about the 1st day  
 of November 1889, executed and delivered to plaintiff a bond bearing  
 date on that day, sealed with his seal whereby he bound himself, his  
 heirs and executors in the penalty of Forty thousand Dollars upon con-  
 dition that the same should be void if the said defendant Bernstein  
 3 should pay to plaintiff the sum of Twenty thousand Dollars the 1st  
 day of November 1894, and the interest thereon, at and after the rate  
 of five per cent. per annum, and to be paid semi-annually on the first  
 days of May and November in each and every year while said principal  
 sum should remain unpaid or in arrear.

4            Which bond also contained an agreement that should any default  
 be made in the payment of the said interest, or of any part thereof,  
 on any day whereon the same was made payable, as in said bond expressed,  
 and should the same remain unpaid and in arrear for the space of thirty  
 days after the same shall become due and payable, then and from thence-  
 forth, that is to say, after the lapse or expiration of the said thirty  
 days the aforesaid principal sum of Twenty thousand Dollars with all



arrearage of interest thereon, should at the option of the said plaintiff become and be due and payable immediately thereafter, although the period first in said bond limited for the payment thereof might not then have expired and as collateral security for the payment of the said indebtedness, the said defendants Jacob Bernstein and Amelia his wife, on the same day executed, duly acknowledged and delivered to the said plaintiff a mortgage whereby they granted, bargained and sold to the said plaintiff and assigns the following described premises, with the appurtenances thereto, that is to say: ALL that certain lot, piece or parcel of land with the building thereon erected, situate, lying and being in the City of New York aforesaid, which said lot is known and distinguished on a Map of property of James Delancey, deceased, on file in the office of the Register of the City and County of New York by the number 272 and is bounded and described as follows, that is to say: BEGINNING at a point on the Westerly side of Forsyth Street, distant one hundred and fifty-one (151) feet and eleven (11) inches Southerly from the Southwesterly corner of said Forsyth Street and Canal Street, running thence Westerly and parallel with Canal Street and through a party wall one hundred (100) feet and three (3) inches; thence Southerly and parallel with Forsyth Street twenty-five (25) feet; thence Easterly and again parallel with Canal Street one hundred (100) feet and three (3) inches to the Westerly side of Forsyth Street, and thence Northerly along said Westerly side of Forsyth Street twenty-five (25) feet to the point or place of beginning. Said premises being known by the street number 17 Forsyth Street. With a proviso in substance the same as the condition of the said bond, and with power and authority in case of default in the payment of the said sum of money, or any part thereof, or of the interest thereon to the said plaintiff his heirs, executors or assigns, to sell the said mortgaged premises in due form of law, and out of the moneys arising from the sale thereof, to pay the said sum of money and interest, with the costs and expenses of the proceedings thereupon, rendering the overplus if any, to the said mortgagor.

And the plaintiff further states that the said mortgage was duly recorded in the office of the Register of the City and County of New York on the 2nd day of November 1889, in Liber 2488 of Mortgages,

page 32.

9 And plaintiff further states that the term of the aforesaid bond and of the mortgage collateral thereto was extended five years from the 1st day of November 1894, the said bond and mortgage in all respects remaining the same save as to said extension.

10 And the plaintiff further states that at the time of making such extension and as part of the consideration therefore and for the purpose of further securing the payment to plaintiff of the aforesaid sum of Twenty thousand Dollars with interest thereon on the defendant Julius Schweitzer on or about the 24th day of July 1894, executed and delivered to plaintiff a bond bearing date on that day sealed with his seal whereby he bound himself, his heirs and administrators in the penalty of Forty thousand Dollars upon the condition that the same should be void if the said defendant Schweitzer should pay or cause to be paid to plaintiff the sum of Twenty thousand Dollars on the 1st day of November 1899, together with interest thereon as in the bond and mortgage hereinbefore set forth expressed.

11 And the said plaintiff further states that the said defendants have failed to comply with the condition of the said bond and mortgage, by omitting to pay the sum of Five hundred Dollars which became due and payable on the 1st day of May, 1895, and that more than thirty days have elapsed since the said sum became due and payable, and that the plaintiff has elected and does hereby elect that the whole of the principal sum secured by the said bond and mortgage, together with the interest thereon, shall immediately be and become due and payable, and that therefore there is now justly due to the plaintiff upon the said bond and mortgage the sum of Twenty  
12 thousand Dollars with interest thereon from the 1st day of November, 1894, and the plaintiff further states that no other action or proceeding has been had at law or otherwise to his knowledge or belief, for the recovery of the said sum secured by the said bond and mortgage, or any part thereof.

13 And the plaintiff further says that he is informed and believes and therefore states that all the defendants have or claim to have some interest in, or lien upon, the said mortgaged premises, or some part thereof, which interest or lien, if any has accrued subsequently to the lien of the said mortgage, and is subject thereto.



THE PLAINTIFF THEREFORE DEMANDS JUDGMENT that the defendants  
 and all persons claiming under them or any or either of them subsequent  
 to the commencement of this action and subsequent to the filing of a  
 notice of the pendency of this action, in the office of the Clerk of  
 the County in which the said mortgaged premises are situated, may be  
 barred and foreclosed of all right, claim, lien and equity of redemp-  
 14 tion in the said mortgaged premises; that the said premises may be  
 decreed to be sold according to law; that the moneys arising from the  
 sale may be brought into Court; that the plaintiff may be paid the  
 amount due on the said bond and mortgage, with interest to the time  
 of such payment, the expenses of the sale, and the costs and expenses  
 of this action, so far as the amount of such moneys properly applicable  
 thereto will pay the same; and that the defendant Julius Schweitzer may  
 be adjudged to pay any deficiency which may remain, after applying all  
 15 of said moneys so applicable thereto; and that the plaintiff may have  
 such other or further relief, or both, in the premises, as shall be  
 just and equitable.

MILLER, PECKHAM & DIXON,

Plaintiff's Attorneys,

80 Broadway,

New York City.

COUNTY OF NEW YORK, ss:

16 GEORGE MACCULLOCH MILLER being duly sworn says that he is one of the  
 Plaintiffs Attorneys herein, and resides in the County of New York;  
 that the foregoing complaint is true to his knowledge, except as to  
 the matters therein stated to be alleged on information and belief,  
 and that as to those matters he believes it to be true. Deponent fur-  
 ther says that the grounds of his belief as to all matters therein not  
 stated upon his knowledge are as follows, that he has possession of  
 the two bonds, the mortgage and the extension thereof mentioned in the  
 complaint. Deponent further says that the reason why this verifica-  
 tion is not made by said plaintiff is that said plaintiff is not within  
 the County of New York.

Sworn to before me this }  
 22nd day of July, 1895. } GEORGE MACCULLOCH MILLER.

DANIEL SEYMOUR,  
 Notary Public,  
 New York County.

S U P R E M E C O U R T ,  
C O U N T Y O F N E W Y O R K .

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S T E P H E N D U N C A N ,  
Plaintiff,  
— against —  
J A C O B B E R N S T E I N a n d o t h e r s ,  
Defendants.

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S U M M O N S A N D C O M P L A I N T

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M I L L E R , P E C K H A M & D I X O N ,  
Plaintiff's Attorneys,  
80 Broadway,  
New York City.

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*Robert Valentine*

*Rec August 16/95*  
*D. P. M.*