Copy of quit claim deed to Lindenwood Female College.
Whereas by an act of the General Assembly of Missouri approved the 24th of February 1837, the 'Sindenwood Female College' was incorporated, located at Sindenwood in the County of St. Charles and placed under the care, supervision and control of the Presbytery of St. Louis of the old school branch of the Presbyterian Church in the United States of America.

And whereas the said Presbytery have accepted the charter of said College and have assumed the care and supervision thereof and have adopted the following outline of the plan, system, principles, objects and purposes to be observed and pursued in the establishment and government of the said College, namely: The 'Sindenwood Female College' is to be set up and established on a large and liberal plan and on a lasting foundation to consist of Primary, High and Normal schools with Domestic and Boarding Department connected therewith. It is to supply (at as low charges as practicable) ample facilities for female education in the best sense and meaning of the term (the proper development and cultivation of the intellectual, moral and physical faculties).

It is to present ade schools or schools wherein female youth given in Baptism to the Redeemer (not excluding others) may be properly educated and qualified for the important duties of Christian Mothers and School Teachers. Whereas the Holy Bible shall always have a prominent place and be a permanent class book, in which the whole course of instruction and discipline shall be based on the religion of Jesus Christ as held and taught in the confession of faith and catechisms of the Presbyterian Church in the United States of America as adopted by the General Assembly of said Church in the year 1821.
In fine to supply schools adapted to qualify the pupils not only to enjoy the natural pleasures of life as accountable beings but to become enlightened, accomplished, and useful members of society, to discharge with ease and grace the peculiar duties of the sex in all their various relations, Alas so to convey and adapt instruction appropriately as to give a decidedly national bias to the youthful mind.

And whereas, the Directors of the said College have taken suitable measures for putting up one of the principal edifices thereof which is now in progress of erection Wherefore the undersigned, in view of the promises have executed and delivered the following Deed of assurance to wit:

This Deed of assurance made and entered into by and between George Champlin Seely and Mary Easton Seely his wife of the first part and the Lindenwood Female College of the second part all of the County of St. Charles in the State of Missouri Witnesseth that the said party of the first part for and in consideration of their earnest desire to aid in the endowment and in promoting the objects and purposes of said College as above set forth and of two dollars to be paid by the said party of the second part the receipt of which is hereby confirmed have released, released and quit claims and by these presents to release and forever quit claims unto the said Lindenwood Female College the following described tract or parcel of land situated in the said County of St. Charles W.C. of and near to the City of St. Charles in said City of St. Charles to-wit Beginning at the South West Corner of the so-called "Prairie Acre Field" thence from said corner running North 38 degrees West along...
the Westerly boundary line of the said Prairie Stake Fields two hundred and thirty nine (239) poles to a stone, thence North 67° East Eighty-one poles and three-fifths of a pole (81 3/5) to a stone near the Westerly line of the land of one Whitney. Thence with said line and the Westerly line of land formerly Millington's South 33° East two hundred and thirty nine (239) poles to a corner stone near a Public Road thence South 57° West Eighty-one poles and three-fifths of a pole (81 3/5) to the beginning. The above described lines and bounds embrace an area of 124.344 acres and include one acre and a half conveyed by said Sibley and wife to the First Presbyterian Church of St Charles for a Burying place by deed dated 27th January 1863 they also include 2370 square yards taken off of the South West corner for use of a public road. Deducting the above named acre and half and the 2370 yard corner none of which is intended to be conveyed by this Deed there remains One hundred and twenty acres all of which is intended to be conveyed by this instrument (see the annexed Plat) which said One hundred and twenty acres of land the said George C. Sibley and Mary E. Sibley his wife do hereby convey unto the said Indiana Female College as aforesaid. I have and hold the same with all the rights, privileges and appurtenances therunto belonging or in any manner pertaining unto the said College forever.

In making this Deed which is in its nature and design a Donation the said Sibley and wife declare it to be their intention to convey the land herein described to the said College with a title sufficient in Law, yet they consider and believe it to be their duty as well as their right to accredit to this Deed the following conditions on the faithful compliance with
which on the part of the party of the second part must always depend the perpetuity of the title herein conveyed.

First: The One hundred and twenty acres of land conveyed by this Deed with all its rents, revenues and avails, however accruing shall never in any manner or under any pretense whatever either in whole or in part be diverted or alienated from the proper benefit, service and use of the College aforesaid. Provided however that no deed of lease that the Directors of said College may execute in favor of said Sibley and wife shall in any of its provisions be deemed inconsistent with or any infracktion of this condition.

Second Condition.

By reference to the Plat annexed it will be seen that a lot of twenty acres (not part of the One hundred and twenty acres described herein) has been marked "Reserved" and set apart. Now it is the purpose of this condition that the twenty acres so designated in the Plat above shall always be reserved from sale or lease (except as provided in the first condition in favor of Sibley and wife) and shall be kept and maintained entire and without diminution for the sole and exclusive use and accommodation of the aforesaid College for Gardens, Orchards, etc., etc.
Recreation grounds to and always to secure ample space around the Buildings of the College free from intrusion and the annoyance of the too close proximity of neighbors. So to promote the health and comfort of the inmates of the institution.

Third Condition. Whereas the Directors of said College shall in their discretion deem it expedient to sell or lease any portion or portions of the land herein conveyed that is not reserved they shall in every such case insert in every deed a strict prohibition against the setting up or allowing of any drinking or gambling house, Garden or Booth for gambling or furnishing intoxicating drinks or of any disorderly establishment whatever; all such nuisances and all others to be guarded against for the use and exclusion from the premises as far as may be practicable. Any violation of the three foregoing conditions or either of them shall work the forfeiture of the title conveyed in this deed. Provided however that no act or omission of mere inattention (as proved to be) shall be deemed an infraction but only such as can be proved to be deliberately designed and intended or of gross and palpable neglect.

In Witness Whereof the said George Champlin Sibley and Mary Easton Sibley his wife have hereunto set their hands and affixed their seal at Stonewall this Fourth day of July in the year of our Lord Jesus Christ One Thousand eight hundred and fifty-six (1856)

Geo C. Sibley
Mary E. Sibley
State of Missouri  
County of St. Charles  

Personally appeared before me, the Clerk of the Circuit Court for St. Charles County on the fourth day of July in the year Eighteen hundred and Fifty Six the within and above named George Sibley and Mary E. Sibley his wife, both of whom are well known to me to be the persons whose names are subscribed to the foregoing instrument of writing as a party thereto, and acknowledged that they sealed, executed and delivered the same for the purposes therein mentioned. And the said Mary E. Sibley being by me examined seperately and apart from her husband says she is well acquainted with the contents of said instrument and that she signed and sealed the same freely and voluntarily and without the compulsion or any undue influence of her husband.  

Witness my hand and seal of office at St. Charles July the fourth 1856  

Ben Emmons Jr.  Clerk  
By A. T. Heimur Jr. Q.B.

After the word "Pled" and when the red dash occurs on this record, the word "and" in the original record instrument of writing is crossed out. The word "End" underscored with red ink on this record is in the original instrument of writing written on another word.  

Fifth. Eighteen hundred and Fifty Six  


Recorded in Book E No 2 Pages 167, 153, 159, 160.